



# AGENDA FOR THE REGULAR MEETING OF THE FINANCE / PERSONNEL COMMITTEE

1 of 226

**Date and Time:**

**Monday, February 7, 2022 6:00 P.M.**

**Location:**

City Hall, Committee Room #205, 101 South Blvd. Baraboo

**Members Noticed:**

Scott Sloan, Jason Kent, Joel Petty

**Others Noticed:**

Department Heads (*agenda only*), City Admin. C. Bradley, B. Zeman, Post at Library, Media

**MEMBERS** not attending must notify the Chairperson at least 24 hours before the meeting.

## 1. Call Meeting to Order

- a. Roll Call of Membership.
- b. Note compliance with Open Meeting Law
- c. Approve January 25, 2022 & January 27, 2022 minutes.
- d. Approve agenda.

## 2. Action Items

- a. **Accounts Payable** – Review and recommendation to Common Council on paying \$716,644.68.
- b. **Fire Dept. MOU** – Review and recommendation to Common Council to consider authorizing the City Administrator and Fire Chief to sign the Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services with the Wisconsin Department of Natural Resources. (*Stieve*)
- c. **Fire/EMS Operations** – Review and recommendation to Common Council to consider authorizing the City Administrator and City Clerk to sign the Proposal for Standard of Cover and Strategic Plan for Baraboo Fire Department and Baraboo District Ambulance Service by the Center for Public Safety Management, LLC in the amount of \$31,500. (*Stieve*)
- d. **CPSM Recommendation** – Review and recommendation to Common Council to consider authorizing the Council President, Public Safety Committee Chair, City Administrator and Fire Chief to work with a subcommittee of the Baraboo Ambulance Commission and the BDAS Chief to create the necessary governance documents to form the consolidated Fire/EMS District. (*Stieve*)
- e. **Fire/EMS Station** – Review and recommendation to Common Council to authorize the City Administrator and City Staff to revise and release Request for Proposal for design and construction of a new Fire/EMS Station and work with selected Common Council Members, City Staff, Baraboo District Ambulance Commission Member(s) and Chief to interview, select and bring forth a qualified firm for design and construction services for a new Fire/EMS Station for approval. (*Stieve*)
- f. **DOT STH 33 Reconstruction Project** – Authorize the City Engineer to sign the documents for all necessary real-estate acquisitions for the DOT's STH 33 Reconstruction Project. (*Pinion*)

## 3. Informational Items

- a. Kwik Trip Fuel cards
- b. 2022 Debt considerations

## 4. Adjournment

Scott Sloan, Chairperson

Agenda prepared by B. Zeman & posted on 2/4/2022

**PLEASE TAKE NOTICE** that any person who has a qualifying disability as defined by the Americans with Disabilities Act that requires the meeting or materials at the meeting to be in an accessible location or format, should contact the Municipal Clerk, 101 South Blvd., Baraboo, WI or phone (608) 355-2700, during regular business hours at least 48 hours before the meeting so that reasonable arrangements can be made to accommodate each request.

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FOR INFORMATION ONLY AND NOT A NOTICE TO PUBLISH

**Finance/Personnel Committee–Dennis Thurow Committee Room, #205** **January 25, 2022**

**Members Present:** Kent, Petty

**Absent:** Sloan

**Others Present:** Mayor Nelson, Clerk Zeman, J. Ostrander

**Call to Order** –Ald. Petty called the meeting to order at 6:30p.m. noting compliance with the Open Meeting Law. Moved by Kent, seconded by Petty to approve the minutes of January 10, 2022 and carried unanimously. Moved by Kent, seconded by Petty to approve the agenda. Motion carried unanimously.

**Action Items**

- a) **Accounts Payable** – Moved by Kent, seconded by Petty to recommend to Council for approval of the accounts payable for **\$749,826.44**. Motion carried unanimously.

**Adjournment** – Moved by Kent, seconded by Petty and carried to adjourn at 6:40pm.  
Brenda Zeman, City Clerk

**Members Present:** Petty, Sloan

**Absent:** Kent

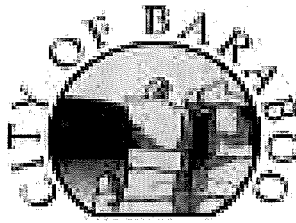
**Others Present:** Mayor Nelson, Adm. Bradley, Clerk Zeman, K. Stieve, M. Schauf, P. Cannon, T. Pinion, J. Ostrander

**Call to Order** –Ald. Sloan called the meeting to order at 1:00p.m. noting compliance with the Open Meeting Law. Moved by Petty, seconded by Sloan to approve the agenda and carried unanimously.

**Closed Session** – Moved by Petty, seconded by Sloan and carried unanimously to convene in closed session per SS 19.85(1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (To meet with a developer to receive information about a potential development in the City and to engage in preliminary discussions and negotiations on the project.)

**Open Session** -- Moved by Petty, seconded by Sloan and carried to reconvene into open session per SS 19.85(2). No action as a result of the closed session.

**Adjournment** – Moved by Petty, seconded by Sloan and carried to adjourn at 2:31pm.  
Brenda Zeman, City Clerk



**City of Baraboo, Wisconsin**  
*Finance Department*  
101 South Boulevard  
Baraboo, WI 53913

February 8, 2022

The Council lists attached are check registers described in summary below:

Category	Total	Accounts Payable Run Date
General	\$ 426,854.38	February 4, 2022
Utility	\$ 286,463.81	January 31, 2022
ACH	\$ 3,326.49	January 31, 2022
Payroll Remittance Checks	\$ -	
Department Purchasing Cards	\$ -	
<b>Total expenditures</b>	<b>\$ 716,644.68</b>	

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Check Issue Date	Check Number	Payee	Invoice Number	Invoice Date	Description	Invoice GL Account	Check Amount
<b>193506</b>							
02/04/2022	193506	ABBY VANS INC.	20016	01/10/2022	TAXI-SHARED RIDE DEC	230-11-53500-290-000	49,883.25
02/04/2022	193506	ABBY VANS INC.	20016	01/10/2022	TAXI-SHARED RIDE FARES	230-11-46399-000	17,102.00
Total 193506:							32,781.25
<b>193507</b>							
02/04/2022	193507	ACTION ELECTRIC OF S	7371	01/21/2022	PK-PIERCE PARK LED LIGHT R	100-52-55200-280-000	275.00
02/04/2022	193507	ACTION ELECTRIC OF S	7372	01/21/2022	PK-HOCKEY PAVILION RINK LIG	100-52-55200-260-000	825.00
Total 193507:							1,100.00
<b>193508</b>							
02/04/2022	193508	AMAZON.COM	14XQ-4C74-	02/01/2022	PD- PHONE CHARGERS	100-20-52110-220-000	32.04
02/04/2022	193508	AMAZON.COM	14XQ-4C74-	02/01/2022	PD- DATE STAMP FOR MAIL	100-20-52130-310-000	39.90
02/04/2022	193508	AMAZON.COM	14XQ-4C74-	02/01/2022	PD- STAMP FOR CSO USE	100-20-52130-310-000	9.97
02/04/2022	193508	AMAZON.COM	1CXK-6TGP-	02/01/2022	FIN-2022 PLANNER-CALE GOO	100-11-51640-340-000	11.98
02/04/2022	193508	AMAZON.COM	1GW3-YTNX	02/01/2022	ZOO-PRIVACY FENCE SLATS	100-52-55410-280-000	422.57
02/04/2022	193508	AMAZON.COM	1GW3-YTNX	02/01/2022	ZOO-BEDDING	100-52-55410-340-000	78.16
02/04/2022	193508	AMAZON.COM	1GW3-YTNX	02/01/2022	ZOO-REPTILE LAMP	100-52-55410-340-000	83.97
02/04/2022	193508	AMAZON.COM	1GW3-YTNX	02/01/2022	REC-WINTERFEST LUMINARY L	870-53-55300-300-000	119.94
02/04/2022	193508	AMAZON.COM	1GW3-YTNX	02/01/2022	CC-PENS	100-52-55130-310-000	24.95
02/04/2022	193508	AMAZON.COM	1GW3-YTNX	02/01/2022	ZOO-BEDDING	100-52-55410-340-000	26.92
02/04/2022	193508	AMAZON.COM	1GW3-YTNX	02/01/2022	PK-PENS	100-52-55200-310-000	6.39
02/04/2022	193508	AMAZON.COM	1GW3-YTNX	02/01/2022	ZOO-MEALWORMS	100-52-55410-342-000	58.99
02/04/2022	193508	AMAZON.COM	1T4D-1MGJ-	02/01/2022	FIN-ADVANTUS 2000 GRIP STRI	100-11-51500-310-000	19.42
02/04/2022	193508	AMAZON.COM	1T4D-1MGJ-	02/01/2022	FIN-TAPE	100-11-51420-310-000	12.73
02/04/2022	193508	AMAZON.COM	1T4D-1MGJ-	02/01/2022	ADMIN-DONNA NOTARY STAMP	100-14-51400-310-000	16.98
02/04/2022	193508	AMAZON.COM	1T4D-1MGJ-	02/01/2022	ENG-STAPLER-KRIS D	100-30-53100-310-000	17.41
02/04/2022	193508	AMAZON.COM	1T4D-1MGJ-	02/01/2022	CITY-TONER HP M404-ADMIN/C	100-11-51500-311-000	221.89
02/04/2022	193508	AMAZON.COM	1T4D-1MGJ-	02/01/2022	CITY-TONER HP M404-ADMIN/C	100-14-51400-310-000	110.94
02/04/2022	193508	AMAZON.COM	1T4D-1MGJ-	02/01/2022	CITY-TONER HP M404-ADMIN/C	100-30-53100-310-000	110.95
Total 193508:							1,426.10
<b>193509</b>							
02/04/2022	193509	Animal House Pet Supplies	DWK4P06ZV	01/06/2022	ZOO-FOOD	100-52-55410-342-000	36.88
Total 193509:							36.88
<b>193510</b>							
02/04/2022	193510	ASSOCIATION OF ZOOS	301380	11/16/2021	ZOO-2022 AZA MEMBERSHIP G	100-52-55410-320-000	100.00
Total 193510:							100.00
<b>193511</b>							
02/04/2022	193511	BADGER SPORTING GO	AAR009558-	01/18/2022	REC-VOLLEYBALLS	100-53-55300-340-110	147.55
Total 193511:							147.55
<b>193512</b>							
02/04/2022	193512	BARABOO DISTRICT AM	35	01/01/2022	CITY- 2022 1ST HALF APPROPR	100-10-52300-720-000	188,340.00
02/04/2022	193512	BARABOO DISTRICT AM	46	01/25/2022	FD - SURGICAL MASKS FOR BU	290-10-54900-319-000	411.60
Total 193512:							188,751.60

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<b>193513</b>							
02/04/2022	193513	BARABOO NEWS REPUB	190-0017014	01/04/2022	PD- 2022 NEWSPAPER SUBSCR	100-20-52130-320-000	331.49
Total 193513:							331.49
<b>193514</b>							
02/04/2022	193514	BARABOO POWER EQUI	101661	01/19/2022	PW-CHAIN LOOP	100-31-53370-340-000	64.66
Total 193514:							64.66
<b>193515</b>							
02/04/2022	193515	BARABOO TENT & AWNI	1202202	01/20/2022	FD - REPAIR TURNOUT GEAR	100-21-52200-250-000	42.00
Total 193515:							42.00
<b>193516</b>							
02/04/2022	193516	BEAVER OF WISCONSIN	107600	01/14/2022	PW-4 NOZZLE UNDERCARRIAG	100-31-53270-392-000	250.00
02/04/2022	193516	BEAVER OF WISCONSIN	107600	01/14/2022	PW-55 GA 375; 55 GALS SC CIT	100-31-53270-340-000	691.25
Total 193516:							941.25
<b>193517</b>							
02/04/2022	193517	BRECKENRIDGE & JOEL	312021	01/20/2022	TRE-PROPERTY TAX REFUND 2	910-00-21100-000	272.25
Total 193517:							272.25
<b>193518</b>							
02/04/2022	193518	CANNON, PATRICK	2022-1B-CIT	01/31/2022	CDA-JAN 2022 MANAGEMENT S	100-15-56710-200-000	3,656.77
Total 193518:							3,656.77
<b>193519</b>							
02/04/2022	193519	CAPITAL ONE	1639891114	01/24/2022	ZOO-ANIMAL FOOD	100-52-55410-342-000	14.64
02/04/2022	193519	CAPITAL ONE	1639891114	01/24/2022	ZOO-OFFICE SUPPLY	100-52-55410-340-000	32.92
Total 193519:							47.56
<b>193520</b>							
02/04/2022	193520	CENTER FOR PUBLIC SA	1941	01/21/2022	FIRE/EMS-DRAFT OPERATIONS	430-21-57211-215-000	9,967.00
Total 193520:							9,967.00
<b>193521</b>							
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	PARKS-101 S BLVD PHONE	100-52-55200-220-000	38.85
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	BLDG INSP-101 S BLVD PHONE	100-22-52400-220-000	11.66
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	POLICE-101 S BLVD PHONE	100-20-52110-220-000	264.19
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	FIRE-101 SOUTH BLVD PHONE	100-21-52200-220-000	54.39
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	MAYOR-101 S BLVD PHONE	100-10-51410-220-000	15.54
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	FINANCE-101 S BLVD PHONE	100-11-51500-220-000	31.08
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	PUBLIC WORKS-101 S BLVD PH	100-31-53230-220-000	54.39
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	RECREATION-101 S BLVD PHO	100-53-55300-220-000	19.43
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	ENGINEER-101 S BLVD PHONE	100-30-53100-220-000	31.08
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	ATTORNEY-101 S BLVD PHONE	100-13-51300-220-000	15.54
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	PS/ADMIN BLDG-101 S BLVD	100-11-51640-220-000	120.83
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	ADMIN-101 S BLVD PHONE	100-14-51400-220-000	23.31
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	FIRE -101 S BLVD PHONE	100-21-51610-220-000	11.05

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02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	WATER-101 S BLVD PHONE	100-00-15640-000	34.97
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	SEWER-101 S BLVD PHONE	100-00-15610-000	50.51
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	AMBULANCE-NETWORK PHON	100-00-15620-000	42.74
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	ASSESSOR-101 S BLVD PHONE	100-11-51530-220-000	11.66
02/04/2022	193521	CENTURYLINK	301217856-0	01/17/2022	TREASURER-101 S BLVD PHON	100-11-51520-220-000	23.31
02/04/2022	193521	CENTURYLINK	301217859-0	01/17/2022	CC-PHONE	100-52-55130-220-000	90.82
02/04/2022	193521	CENTURYLINK	301217859-0	01/17/2022	ZOO-PHONE	100-52-55410-220-000	13.43
02/04/2022	193521	CENTURYLINK	301217859-0	01/17/2022	POOL-PHONE	100-53-55420-220-000	63.97
02/04/2022	193521	CENTURYLINK	301300963-0	01/17/2022	AIR-JAN 2022 PHONE	630-35-53510-220-000	62.91
Total 193521:							1,085.66
<b>193522</b>							
02/04/2022	193522	CINTAS CORPORATION	4108582708	01/25/2022	PW-SCRAPER MATS; GRAY MA	100-31-53270-340-000	86.75
02/04/2022	193522	CINTAS CORPORATION	4108582790	01/25/2022	CITY-MATS	100-11-51640-260-000	41.92
02/04/2022	193522	CINTAS CORPORATION	4108740258	01/26/2022	FD - RUGS	100-21-51610-260-000	68.27
02/04/2022	193522	CINTAS CORPORATION	4109264988	02/01/2022	CITY-MATS	100-11-51640-260-000	41.92
02/04/2022	193522	CINTAS CORPORATION	4109265050	02/01/2022	PW-MOP FRAME; SHOP TOWEL	100-31-53270-340-000	187.42
02/04/2022	193522	CINTAS CORPORATION	5087832799	12/15/2021	PW-CABINET ORGANIZED	100-31-53270-340-000	81.08
Total 193522:							507.36
<b>193523</b>							
02/04/2022	193523	CLANCY SYSTEMS	BW2112	01/24/2022	PD- SUPPORT FEES / NOTICES	100-20-52110-270-000	907.39
Total 193523:							907.39
<b>193524</b>							
02/04/2022	193524	COMPLIANCE REGULAT	188828	01/24/2022	PW-MSHA TRAINING - WISCON	100-31-53230-320-000	630.00
Total 193524:							630.00
<b>193525</b>							
02/04/2022	193525	DANA INVESTMENTS INC	88269	01/16/2022	TRE-1ST QTR INVESTMENT SE	100-00-11710-000	1,589.08
Total 193525:							1,589.08
<b>193526</b>							
02/04/2022	193526	DOG WASTE DEPOT	462484	01/31/2022	PK - DOG WASTE BAGS	100-52-55200-340-000	193.81
Total 193526:							193.81
<b>193527</b>							
02/04/2022	193527	DOWNIE, WILLIAM & LAU	294131	02/02/2022	TRE-ADDL PROPERTY TAX REF	910-00-21100-000	3.00
Total 193527:							3.00
<b>193528</b>							
02/04/2022	193528	ENVIROTECH EQUIPMEN	21-0016758	09/16/2021	PW-#54 NOZZLE ASSY; NOZZLE	950-36-81000-350-000	3,112.54
Total 193528:							3,112.54
<b>193529</b>							
02/04/2022	193529	FASTENAL COMPANY	WIBAR23225	01/05/2022	PW-STAINLESS WASHERS; SC	100-31-53300-340-000	154.61
02/04/2022	193529	FASTENAL COMPANY	WIBAR23233	01/11/2022	PW-STAINLESS STEEL NUTS; B	100-31-53300-340-000	14.55
02/04/2022	193529	FASTENAL COMPANY	WIBAR23249	01/19/2022	PW-GLOVES	100-31-53230-319-000	16.93

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02/04/2022	193529	FASTENAL COMPANY	WIBAR23249	01/19/2022	PW-REPL LATCH; TAP DRILL BI	100-31-53240-340-000	123.64
Total 193529:							309.73
<b>193530</b>							
02/04/2022	193530	FIRE & SAFETY II INC.	AM20106-6	01/07/2022	FD - INSPECT BLDG. FIRE EXTI	100-21-51610-260-000	166.00
02/04/2022	193530	FIRE & SAFETY II INC.	AM20112-10	01/14/2022	PK-FIRE EXTINGUISHER INSPE	100-52-55200-250-000	266.00
02/04/2022	193530	FIRE & SAFETY II INC.	AM20125-10	01/26/2022	FD - FIRE EXTINGUISHER MAIN	100-21-52200-250-000	59.00
02/04/2022	193530	FIRE & SAFETY II INC.	MB20118-1	01/18/2022	PD- RECHARGE SQUAD EXTIN	100-20-52110-250-000	29.00
Total 193530:							520.00
<b>193531</b>							
02/04/2022	193531	GUILD MORTGAGE	318569	01/31/2022	TRE-TAX REFUND FOR COLLEE	910-00-21100-000	3,138.47
Total 193531:							3,138.47
<b>193532</b>							
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	FIN-FSA ADMIN FEES	100-11-51500-136-000	7.70
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	CLK-FSA ADMIN FEES	100-11-51420-136-000	3.85
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	PW-FSA ADMIN FEES	100-31-53230-136-000	19.25
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	ADMIN-FSA ADMIN FEES	100-14-51400-136-000	3.85
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	ENG-FSA ADMIN FEES	100-30-53100-136-000	3.85
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	PK-FSA ADMIN FEES	100-52-55200-136-000	7.70
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	PD-FSA ADMIN FEES	100-20-52130-136-000	11.55
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	SEW-FSA ADMIN FEES	100-00-15610-000	2.25
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	WAT-FSA ADMIN FEES	100-00-15640-000	8.02
02/04/2022	193532	HEALTH EQUITY/WAGEW	INV3368159	01/24/2022	SW-FSA ADMIN FEES	950-36-85000-136-000	1.28
Total 193532:							69.30
<b>193533</b>							
02/04/2022	193533	HOFSTAD, KAREN MARIE	314894	01/25/2022	TRE-REFUND 1ST INSTALLMEN	910-00-21100-000	1,734.19
Total 193533:							1,734.19
<b>193534</b>							
02/04/2022	193534	HOHLS FARM SUPPLY IN	88787	01/21/2022	ZOO-ANIMAL FEED	100-52-55410-342-000	152.00
Total 193534:							152.00
<b>193535</b>							
02/04/2022	193535	HOSKINS, AARON L & AN	319844	01/31/2022	TRE-2021 PROPERTY TAX REF	910-00-21100-000	42.62
Total 193535:							42.62
<b>193536</b>							
02/04/2022	193536	INTNATL INST OF MUNIC	ZEMAN - 202	02/02/2022	CLK - ZEMAN MEMBERSHIP, 20	100-11-51420-320-000	175.00
Total 193536:							175.00
<b>193537</b>							
02/04/2022	193537	JOHN DEERE FINANCIAL	11111-14808-	01/25/2022	AIR-FUEL DEC 2021	630-35-53510-348-000	431.29
02/04/2022	193537	JOHN DEERE FINANCIAL	11111-14808-	01/25/2022	AIR-FUEL JAN 2022	630-35-53510-348-000	314.04
02/04/2022	193537	JOHN DEERE FINANCIAL	70107-27469	01/20/2022	PK-MID-STATE MOWER PARTS	100-52-55200-250-000	799.90
02/04/2022	193537	JOHN DEERE FINANCIAL	70107-27469	01/20/2022	PK-MID-STATE MOWER PARTS	100-52-55200-250-000	486.72



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02/04/2022	193537	JOHN DEERE FINANCIAL	70107-27469	11/20/2021	PK- MID STATE MOWER PARTS	100-52-55200-250-000	108.34-
Total 193537:							1,923.61
<b>193538</b>							
02/04/2022	193538	JONES, SARAH	16276	01/27/2022	REC-WEIGHT ROOM MEMBERS	100-53-46752-000	50.00
Total 193538:							50.00
<b>193539</b>							
02/04/2022	193539	Kayser Chrysler Center Inc	62520	01/18/2022	PW-LAMP-TAIL (ZOO W/O C1872	100-31-53240-350-000	137.00
Total 193539:							137.00
<b>193540</b>							
02/04/2022	193540	KELLY MCCANN ROTO R	01202022	01/20/2022	FD - CLEAN URINAL DRAIN	100-21-51610-260-000	165.00
Total 193540:							165.00
<b>193541</b>							
02/04/2022	193541	KLEENMARK	203268	01/18/2022	CITY-BATTERIES FOR FLOOR S	100-11-51640-350-000	860.00
Total 193541:							860.00
<b>193542</b>							
02/04/2022	193542	KRIETE TRUCK CENTER-	X106002903:	01/25/2022	PW-#81 COOLANT PIPE	100-31-53635-350-000	367.56
Total 193542:							367.56
<b>193543</b>							
02/04/2022	193543	KURT SCHLIECKAU HEA	22-3036	01/25/2022	PW-SERVICE CALL AT SHOP; IN	100-31-53270-260-000	240.00
Total 193543:							240.00
<b>193544</b>							
02/04/2022	193544	LAFORCE INC	1181669	01/13/2022	ZOO-REPLACEMENT LOCKS LL	870-52-55410-300-000	912.00
02/04/2022	193544	LAFORCE INC	1182336	01/21/2022	CC-BATHROOM PARTITION ADA	100-52-55130-350-000	475.00
Total 193544:							1,387.00
<b>193545</b>							
02/04/2022	193545	LAUNDRY SYSTEMS	44812	01/20/2022	FD - REPAIR EXTRACTOR IN DE	100-21-52200-250-000	411.25
Total 193545:							411.25
<b>193546</b>							
02/04/2022	193546	MAAS, MISHELLE	320633	02/01/2022	TRE-PROPERTY TAX REFUND 2	910-00-21100-000	216.78
Total 193546:							216.78
<b>193547</b>							
02/04/2022	193547	MCFARLANES INC	592145	01/31/2022	ROW-CHAIN	100-52-53370-340-000	17.99
02/04/2022	193547	MCFARLANES INC	592145	01/31/2022	PW-CHAIN & BAR	100-31-53370-340-000	105.99
Total 193547:							123.98

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<b>193548</b>							
02/04/2022	193548	MINUTEMAN PRESS-BAR	46611	01/20/2022	REC-COMP PLAN BOOKLET PRI	100-53-55300-210-000	363.27
Total 193548:							363.27
<b>193549</b>							
02/04/2022	193549	MOTOROLA SOLUTIONS	8281301124	12/26/2021	PD- (5) SQUAD RADIOS	290-20-52900-392-000	21,812.80
02/04/2022	193549	MOTOROLA SOLUTIONS	8281301909	12/27/2021	PD- 22 MOBILE RADIO CHARGE	290-20-52900-392-000	2,297.02
02/04/2022	193549	MOTOROLA SOLUTIONS	8281305548	12/30/2021	PD- 22 MOBILE RADIOS	290-20-52900-392-000	78,877.04
Total 193549:							102,986.86
<b>193550</b>							
02/04/2022	193550	MSA PROFESSIONAL SE	35033-53	01/21/2022	ENG-9/26/21 - 1/15/2022 LANDFI	100-31-53630-215-000	3,671.84
02/04/2022	193550	MSA PROFESSIONAL SE	35033-53	01/21/2022	ENG-ABBS PRIVATE WELL TAP	100-31-53630-215-000	1,245.25
Total 193550:							4,917.09
<b>193551</b>							
02/04/2022	193551	NAPA AUTO PARTS	437877	01/19/2022	PW-OIL & AIR FILTERS (ZOO C1	100-31-53240-350-000	18.33
02/04/2022	193551	NAPA AUTO PARTS	437882	01/19/2022	PW-NEW RAM #16 FILTERS (16	100-31-53240-350-000	19.49
02/04/2022	193551	NAPA AUTO PARTS	437908	01/19/2022	PW-OIL FILTER; AIR FILTER (W/	100-31-53240-350-000	12.02
02/04/2022	193551	NAPA AUTO PARTS	437955	01/19/2022	PW-OIL FILTER (ORIG 419526)	100-31-53350-350-000	18.00-
02/04/2022	193551	NAPA AUTO PARTS	437955	01/19/2022	PW-WARRANTY CREDIT (ORIG	100-31-53350-350-000	31.42-
02/04/2022	193551	NAPA AUTO PARTS	437994	01/20/2022	PK-TRACTOR FILTERS	100-31-53240-350-000	13.39
02/04/2022	193551	NAPA AUTO PARTS	438282	01/24/2022	PW-HYD HOSE FITTINGS #25	100-31-53240-350-000	62.24
Total 193551:							76.05
<b>193552</b>							
02/04/2022	193552	OREILLY AUTO PARTS/FI	2366-124836	01/28/2022	PW- ELECT. CLEANER; BRAKE	100-31-53240-340-000	172.54
Total 193552:							172.54
<b>193553</b>							
02/04/2022	193553	PAULUS, ROBERT F & CA	319764	01/31/2022	TRE-2021 PROPERTY TAX REF	910-00-21100-000	505.32
Total 193553:							505.32
<b>193554</b>							
02/04/2022	193554	PETERSON AUTO PARTS	5586-272989	01/19/2022	PW-55G DRUM CAM2 DEXTR.M	100-31-53240-348-000	809.25
Total 193554:							809.25
<b>193555</b>							
02/04/2022	193555	POINTON HEATING & AIR	0013852000	12/29/2021	PS/ADMIN-BOILER CLEAN & IN	100-11-51640-260-000	810.00
02/04/2022	193555	POINTON HEATING & AIR	0013852100	12/30/2021	CITY-BOILER PARTS-IGNITER K	100-11-51640-350-000	534.94
02/04/2022	193555	POINTON HEATING & AIR	191286	01/13/2022	FD - BOILER REPAIR	100-21-51610-260-000	449.76
Total 193555:							1,794.70
<b>193556</b>							
02/04/2022	193556	R.N.O.W. INC.	2022-61798	01/26/2022	PW-#81 HELPING HAND HYD C	100-31-53635-350-000	1,411.52
Total 193556:							1,411.52

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<b>193557</b>							
02/04/2022	193557	REDEVELOPMENT RESO	0894	02/01/2022	ED GRANT-REDEVELOPMENT	560-15-56710-215-000	15,000.00
Total 193557:							15,000.00
<b>193558</b>							
02/04/2022	193558	REEDSBURG UTILITY CO	26578-01202	01/20/2022	CITY-FEB 2022 INTERNET	100-10-51450-250-000	337.55
Total 193558:							337.55
<b>193559</b>							
02/04/2022	193559	RHYME BUSINESS PROD	AR519781	01/28/2022	CC-4TH QTR COPIES	100-52-55130-250-000	99.93
Total 193559:							99.93
<b>193560</b>							
02/04/2022	193560	RICOH USA INC	5063648808	01/13/2022	CITY-COLOR COPIES JAN 2022	100-11-51500-250-000	512.24
Total 193560:							512.24
<b>193561</b>							
02/04/2022	193561	ROSS D. BUTLER FARRI	12822	01/28/2022	ZOO-DONKEY HOOF TRIM	100-52-55410-211-000	35.00
Total 193561:							35.00
<b>193562</b>							
02/04/2022	193562	SAUK COUNTY TREASU	317284	01/28/2022	TRE-LSC COMMUNICATIONS T	910-00-21100-000	1,381.74
02/04/2022	193562	SAUK COUNTY TREASU	JAN22-DOG	02/03/2022	TRE-DOG LICENSE THRU 1/31/2	100-11-44220-000	2,210.00
Total 193562:							3,591.74
<b>193563</b>							
02/04/2022	193563	SEH INC	418482	01/10/2022	ENG-GIS SERVICES AND SUPP	100-30-53100-215-000	675.92
Total 193563:							675.92
<b>193564</b>							
02/04/2022	193564	SPLINTER, CHRISTOPHE	319869	01/31/2022	TRE-PROPERTY TAX REFUND 2	910-00-21100-000	62.51
Total 193564:							62.51
<b>193565</b>							
02/04/2022	193565	SSM HEALTH MEDICAL G	1070000197	01/17/2022	FD - HEARING EXAM WICHNER	100-21-52200-270-000	30.00
Total 193565:							30.00
<b>193566</b>							
02/04/2022	193566	SULLIVANS TWO UNLIMI	153103	01/26/2022	PD- SQUAD 43 OIL CHANGE	100-20-52110-240-000	42.63
02/04/2022	193566	SULLIVANS TWO UNLIMI	153108	01/27/2022	PD- SQUAD 40 OIL CHANGE	100-20-52110-240-000	56.74
02/04/2022	193566	SULLIVANS TWO UNLIMI	153109	01/28/2022	PD- SQUAD 42 OIL CHANGE	100-20-52110-240-000	40.53
02/04/2022	193566	SULLIVANS TWO UNLIMI	153145	01/25/2022	PD- SQUAD 46 NEW ALTERNAT	100-20-52110-240-000	678.41
02/04/2022	193566	SULLIVANS TWO UNLIMI	153184	02/02/2022	PD- SQUAD 43 REAR BRAKES	100-20-52110-240-000	471.22
02/04/2022	193566	SULLIVANS TWO UNLIMI	153264	02/01/2022	PD- TEST & REPLACE BATTERY	100-20-52110-240-000	183.62
Total 193566:							1,473.15

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<b>193567</b>							
02/04/2022	193567	SUPREME AWARDS	050496	01/21/2022	FD - LOCKER PLATES FOR NE	100-21-52200-340-000	38.40
Total 193567:							38.40
<b>193568</b>							
02/04/2022	193568	THE SHOE BOX	81472	01/25/2022	PW-JOHN MORRIS BOOTS	100-31-53230-319-000	106.20
Total 193568:							106.20
<b>193569</b>							
02/04/2022	193569	TOMAHAWK LIVE TRAP L	372149	01/05/2022	ZOO-WOLF SAFETY POLES - FI	870-52-55410-300-000	298.30
Total 193569:							298.30
<b>193570</b>							
02/04/2022	193570	TYLER TECHNOLOGIES I	060-113020	01/12/2022	FIN-2021 ASSESSMENT SERVIC	100-11-51530-215-000	1,710.10
Total 193570:							1,710.10
<b>193571</b>							
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/08/2022	PK-010822-FUEL	100-52-55200-348-000	549.88
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/08/2022	PD-ANIMAL CONTROL010822-F	100-20-54110-348-000	109.96
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/08/2022	FD-010822-FUEL	100-21-52200-348-000	1,190.21
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/21/2022	PW-DEC 21 MACHINERY & EQU	100-31-53240-348-000	1,646.53
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/08/2022	PD-010822-FUEL	100-20-52110-348-000	3,643.57
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/21/2022	PW-DEC. 21 STREET MAINT. FU	100-31-53300-348-000	474.28
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/21/2022	PW-DEC. 21 SNOW & ICE FUEL	100-31-53350-348-000	3,186.26
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/21/2022	PW-DEC. 21 TREES & BRUSH F	100-31-53620-348-000	1,978.53
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/21/2022	PW-DEC. 21 GARBAGE FUEL	100-31-53620-348-000	1,710.33
02/04/2022	193571	US BANK VOYAGER FLE	86925-1835-	01/21/2022	PW-DEC. 21 RECYCLING FUEL	100-31-53635-348-000	1,156.59
Total 193571:							15,646.14
<b>193572</b>							
02/04/2022	193572	UW VETERINARY CARE	193895-1217	12/17/2021	ZOO-SKUNK RABIES 12/6/21	100-52-55410-211-000	16.00
Total 193572:							16.00
<b>193573</b>							
02/04/2022	193573	VONBRIESEN & ROPER	380016	01/16/2022	ATTY-TIF 12 DEVELOPER AGRE	312-10-56600-215-000	88.50
Total 193573:							88.50
<b>193574</b>							
02/04/2022	193574	Wis Dept of Financial Instit	2022-GRIGG	02/01/2022	ADMIN-GRIGGEL NOTARY 2022	100-14-51400-320-000	20.00
Total 193574:							20.00
<b>193575</b>							
02/04/2022	193575	WMCA - WIS MUNICIPAL	2022-ZEMAN	01/20/2022	CLK-2022 ZEMAN MEMBERSHI	100-11-51420-320-000	65.00
Total 193575:							65.00
<b>193576</b>							
02/04/2022	193576	WRPQ RADIO	21120104	12/31/2021	CITY-DEC 2021 CABLE CHANNE	100-10-55370-215-000	2,083.33

M = Manual Check, V = Void Check

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Total 193576:							2,083.33
<b>7002617</b>							
02/04/2022	7002617	ALLIANT ENERGY-ONLIN	015803 1/28/	01/28/2022	PW-TRAFFIC SIGNALS	100-31-53300-222-000	255.29
02/04/2022	7002617	ALLIANT ENERGY-ONLIN	281633-0128	01/28/2022	PW-UNMETERED STREETLIGH	240-31-53420-222-000	3,277.37
02/04/2022	7002617	ALLIANT ENERGY-ONLIN	4792325289-	01/18/2022	POOL-ELECTRIC	100-53-55420-222-000	125.90
02/04/2022	7002617	ALLIANT ENERGY-ONLIN	4792325289-	01/18/2022	POOL-HEAT	100-53-55420-223-000	15.65
02/04/2022	7002617	ALLIANT ENERGY-ONLIN	8036644215-	01/28/2022	FD - STATION 2 GAS	100-21-51620-223-000	942.85
02/04/2022	7002617	ALLIANT ENERGY-ONLIN	8036644215-	01/28/2022	FD - STATION 2 ELECTRIC	100-21-51620-222-000	208.00
02/04/2022	7002617	ALLIANT ENERGY-ONLIN	908384-0128	01/28/2022	PW-BRIAR/POTTER ELECTRIC	100-31-51630-222-000	133.28
02/04/2022	7002617	ALLIANT ENERGY-ONLIN	908384-0128	01/28/2022	PW-BRIAR/POTTER HEAT	100-31-51630-223-000	607.27
Total 7002617:							5,565.61
<b>7002618</b>							
02/04/2022	7002618	BOARDMAN & CLARK LL	247024	01/24/2022	ATTY-ABATEMENT NUISANCE H	100-13-51300-215-000	846.50
02/04/2022	7002618	BOARDMAN & CLARK LL	247207	01/27/2022	ATTY-WALMART DARK STORE J	360-10-56800-215-000	2,784.00
02/04/2022	7002618	BOARDMAN & CLARK LL	247207	01/27/2022	ATTY-WALMART, EMAIL SEARC	360-10-56800-215-000	672.50
Total 7002618:							4,303.00
<b>7002619</b>							
02/04/2022	7002619	CAPITAL NEWSPAPERS	86843	01/10/2022	PLAN-PUB HRG-1801/1803 PAR	100-14-56300-210-000	22.66
02/04/2022	7002619	CAPITAL NEWSPAPERS	88318	01/10/2022	PLAN-PUB HRG-507 SOUTH BL	100-14-56300-210-000	20.80
Total 7002619:							43.46
<b>7002620</b>							
02/04/2022	7002620	ISTATE TRUCK CENTER	C271081634:	01/11/2022	PW-VALVE-4-WAY 2 POSITION S	100-31-53240-350-000	106.41-
02/04/2022	7002620	ISTATE TRUCK CENTER	C271082521:	01/21/2022	PW- #10 STROBE	100-31-53350-350-000	71.68
02/04/2022	7002620	ISTATE TRUCK CENTER	C271082543:	02/01/2022	PW-STROBE LIGHT #20	100-31-53350-350-000	290.74
Total 7002620:							256.01
<b>7002621</b>							
02/04/2022	7002621	MENARDS - BARABOO	78317-31900	12/01/2021	PK-DRILL BITS & SYRINGE	100-52-55200-340-000	32.79
02/04/2022	7002621	MENARDS - BARABOO	78745-31900	12/07/2021	PK-LUMBER & ADHESIVE	100-52-55200-260-000	104.54
02/04/2022	7002621	MENARDS - BARABOO	78816-31900	12/08/2021	PW-WATER TANK ON #82	100-31-53240-350-000	45.39
02/04/2022	7002621	MENARDS - BARABOO	80679-31900	01/10/2022	CC-LIGHT PANEL	100-52-55130-350-000	39.98
02/04/2022	7002621	MENARDS - BARABOO	80679-31900	01/10/2022	CC-UTILITY KNIFE	100-52-55130-340-000	4.99
02/04/2022	7002621	MENARDS - BARABOO	80775-31900	01/12/2022	PS/ADMIN-AIR FILTERS,SPLATT	100-11-51640-340-000	963.57
02/04/2022	7002621	MENARDS - BARABOO	81232-31900	01/19/2022	ZOO-ANIMAL FEED	100-52-55410-342-000	28.98
02/04/2022	7002621	MENARDS - BARABOO	81232-31900	01/19/2022	ZOO-TOOLS, ANIMAL MAT	100-52-55410-340-000	89.12
02/04/2022	7002621	MENARDS - BARABOO	81238-31900	01/19/2022	FD - CLEANING SUPPLIES	100-21-51610-340-000	74.67
02/04/2022	7002621	MENARDS - BARABOO	81318-31900	01/20/2022	CITY-WIRING FOR TV MONITOR	100-11-51640-350-000	64.37
02/04/2022	7002621	MENARDS - BARABOO	81327-31900	01/20/2022	CC-CLEANING SUPPLY & BULB	100-52-55130-340-000	18.55
02/04/2022	7002621	MENARDS - BARABOO	81764-31900	01/27/2022	PW-WAINSCOATING TO PROTE	100-31-51630-350-000	574.05
Total 7002621:							2,041.00
Grand Totals:							426,854.38

FINANCE COMMITTEE APPROVAL:

\_\_\_\_\_  
(Chairman)

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(Date)

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<b>17564</b>						
01/21/2022	KLINE, GAIL	U01212022	01/21/2022	UTIL-OVERPAYMENT REFUND: 302 BA	999-00-10005-000	19.63
Total 17564:						19.63
<b>17565</b>						
01/21/2022	KRUCZEK, JOHN	S12282021	12/28/2021	SE-PARTIAL AUCTION REFUND: LINE	960-36-40635-001	250.00
Total 17565:						250.00
<b>17566</b>						
01/21/2022	US POSTAL SERVICE	U1/2022	01/21/2022	UTIL-PAST DUES-QTR #4, 2021	240-36-84000-343-000	57.50
01/21/2022	US POSTAL SERVICE	U1/2022	01/21/2022	UTIL-PAST DUES-QTR #4, 2021	950-36-84000-343-000	239.29
01/21/2022	US POSTAL SERVICE	U1/2022	01/21/2022	UTIL-PAST DUES-QTR #4, 2021	960-36-85100-343-000	172.52
01/21/2022	US POSTAL SERVICE	U1/2022	01/21/2022	UTIL-PAST DUES-QTR #4, 2021	970-37-90300-343-000	172.52
Total 17566:						641.83
<b>17567</b>						
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-MINE RD TOWER	970-37-66500-222-000	170.65
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-COMM AVE BOOSTER STATIO	970-37-62300-222-000	581.32
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-BIRCH ST TOWER-RADIO BLD	970-37-66500-222-000	133.45
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-OAK ST HI-LIFT STATION	970-37-66500-223-000	134.77
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-OAK ST HI-LIFT STATION	970-37-62300-222-000	533.08
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-MOORE ST TOWER	970-37-66500-222-000	49.65
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 8-721 2ND AVE	970-37-66500-223-000	72.12
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 8-721 2ND AVE	970-37-62300-222-000	1,902.47
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 4-7TH ST	970-37-66500-223-000	175.79
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 4-7TH ST	970-37-62300-222-000	1,903.40
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 7-801 GALL RD	970-37-66500-223-000	173.25
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 7-801 GALL RD	970-37-62300-222-000	1,792.07
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-BARNHART TOWER@COMM	970-37-66500-222-000	31.77
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-EAST ST TOWER	970-37-66500-222-000	59.30
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 6-SAUKE AVE	970-37-66500-223-000	216.24
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 6-SAUKE AVE	970-37-62300-222-000	2,217.90
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-COMM AVE BOOSTER STATIO	970-37-66500-223-000	53.37
01/31/2022	ALLIANT ENERGY	W082330JA	01/19/2022	WATER-WELL NO. 2-722 HILL ST	970-37-62300-222-000	777.34
Total 17567:						10,977.94
<b>17568</b>						
01/31/2022	BOARDMAN & CLARK LLP	W247084	01/25/2022	WA-ORDINANCE: LEAD SERVICE REP	261-37-53700-215-000	1,937.00
01/31/2022	BOARDMAN & CLARK LLP	W247084	01/25/2022	WA-ORDINANCE: LEAD SERVICE REP	261-00-25640-000	1,937.00
01/31/2022	BOARDMAN & CLARK LLP	W247084	01/25/2022	WA-ORDINANCE: LEAD SERVICE REP	970-96-10145-001	1,937.00
Total 17568:						1,937.00
<b>17569</b>						
01/31/2022	CARDMEMBER SERVICE	U01132022	01/13/2022	WATER-DNR SAMPLE MAILING	970-37-64300-343-000	82.85
01/31/2022	CARDMEMBER SERVICE	U01132022	01/13/2022	UTIL-STAMPS (1,000)	960-36-85100-343-000	165.30
01/31/2022	CARDMEMBER SERVICE	U01132022	01/13/2022	UTIL-STAMPS (1,000)	950-36-84000-343-000	165.30
01/31/2022	CARDMEMBER SERVICE	U01132022	01/13/2022	UTIL-STAMPS (1,000)	240-36-84000-343-000	55.10
01/31/2022	CARDMEMBER SERVICE	U01132022	01/13/2022	UTIL-STAMPS (1,000)	970-37-90300-343-000	165.30
01/31/2022	CARDMEMBER SERVICE	U01132022	01/13/2022	UTIL-STAMPS (1,000)	970-37-92100-343-000	29.00

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Total 17569:						662.85
<b>17570</b>						
01/31/2022	CENTURY SPRINGS	S4024717	01/18/2022	SE-LAB DISTILLED WATER #13998	960-36-82700-340-000	37.00
Total 17570:						37.00
<b>17571</b>						
01/31/2022	CENTURYLINK	S301299619	01/17/2022	SEWER-PHONE-ACCT 301299619	960-36-85100-220-000	29.04
01/31/2022	CENTURYLINK	W301217861	01/17/2022	WATER-PHONE-ACCT 301217861	970-37-66500-220-000	7.26
01/31/2022	CENTURYLINK	W301217861	01/17/2022	WATER-PHONE-ACCT 301217861	970-37-92100-220-000	7.26
Total 17571:						43.56
<b>17572</b>						
01/31/2022	CINTAS CORPORATION	S410653908	01/04/2022	SEWER-TOWELS-SOLD TO #12710570	960-36-85600-390-000	11.48
01/31/2022	CINTAS CORPORATION	S410790032	01/18/2022	SEWER-TOWELS-SOLD TO #12710570	960-36-85600-390-000	11.48
01/31/2022	CINTAS CORPORATION	W410653911	01/04/2022	WATER-TOWELS-SOLD TO #12710608	970-37-66500-340-000	12.57
01/31/2022	CINTAS CORPORATION	W410790043	01/18/2022	WATER-TOWELS-SOLD TO #12710608	970-37-66500-340-000	12.57
Total 17572:						48.10
<b>17573</b>						
01/31/2022	CITY OF BARABOO-STORMWAT	ST/SLJAN20	01/31/2022	STORMWATER-JAN 2022 RECEIPTS	999-00-10005-000	148,509.94
01/31/2022	CITY OF BARABOO-STORMWAT	ST/SLJAN20	01/31/2022	STORMWATER-JAN 2022 RECEIPTS	970-37-40419-001	2.48
01/31/2022	CITY OF BARABOO-STORMWAT	ST/SLJAN20	01/31/2022	STREET LIGHT-JAN 2022 RECEIPTS	999-00-10005-000	33,833.75
01/31/2022	CITY OF BARABOO-STORMWAT	ST/SLJAN20	01/31/2022	STREET LIGHT-JAN 2022 RECEIPTS	970-37-40419-001	.62
Total 17573:						182,346.79
<b>17574</b>						
01/31/2022	CORE & MAIN LP	W-Q079737	01/06/2022	WATER-METER: OMNI 3" - ACCT 97801	970-96-10346-101	1,846.10
01/31/2022	CORE & MAIN LP	W-Q079737	01/06/2022	WATER-METER: OMNI 3"	970-37-95000-814-000	1,846.10
01/31/2022	CORE & MAIN LP	W-Q079737	01/06/2022	WATER-METER: OMNI 3"	970-37-95000-899-000	1,846.10
01/31/2022	CORE & MAIN LP	W-Q152018	01/04/2022	WA-MXU TRANSMITTERS-SINGLEPOR	970-96-10346-201	1,400.00
01/31/2022	CORE & MAIN LP	W-Q152018	01/04/2022	WA-MXU TRANSMITTERS-SINGLEPOR	970-37-95000-814-000	1,400.00
01/31/2022	CORE & MAIN LP	W-Q152018	01/04/2022	WA-MXU TRANSMITTERS-SINGLEPOR	970-37-95000-899-000	1,400.00
01/31/2022	CORE & MAIN LP	W-Q208676	01/12/2022	WA-3" METER FLANGES/ACCESSORI	970-96-10346-101	330.00
01/31/2022	CORE & MAIN LP	W-Q208676	01/12/2022	WA-3" METER FLANGES/ACCESSORI	970-37-95000-814-000	330.00
01/31/2022	CORE & MAIN LP	W-Q208676	01/12/2022	WA-3" METER FLANGES/ACCESSORI	970-37-95000-899-000	330.00
Total 17574:						3,576.10
<b>17575</b>						
01/31/2022	ENVIRONMENTAL CONSULTING	S4970	01/12/2022	SEWER-ACUTE/CHRONIC TESTS-202	960-36-82700-217-000	1,625.00
Total 17575:						1,625.00
<b>17576</b>						
01/31/2022	FIRE & SAFETY II INC.	S-AM20125-	01/26/2022	SE-2022 EXTINGUISHER INSPECTION	960-36-83400-260-000	130.00
01/31/2022	FIRE & SAFETY II INC.	W-AM20112-	01/14/2022	WA-2022 EXTINGUISHER INSPECTION	970-37-93200-250-000	135.00
Total 17576:						265.00

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<b>17577</b>						
01/31/2022	FIRST CALL	W2366-1235	01/11/2022	WA-EMERG LIGHT: WELLHOUSE NO.	970-37-63100-260-000	4.59
01/31/2022	FIRST CALL	W2366-1242	01/20/2022	WA-FOAM CLEANER: WELLHOUSE N	970-37-63100-260-000	8.98
Total 17577:						13.57
<b>17578</b>						
01/31/2022	GRAINGER	W917619575	01/12/2022	WA-HOUR METER @ WELL NO. 2	970-37-63300-250-000	19.64
Total 17578:						19.64
<b>17579</b>						
01/31/2022	HUB CHEMICAL CO INC	S6820	01/13/2022	SE-MAIN/RIVER XING DEGREASER	960-36-83100-340-000	1,014.00
01/31/2022	HUB CHEMICAL CO INC	W6812	01/07/2022	WATER-SINGLE FOLD TOWELS	970-37-66500-340-000	55.00
Total 17579:						1,069.00
<b>17580</b>						
01/31/2022	Kayser Chrysler Center Inc	W39235	01/28/2022	WATER-2021 DODGE RAM 5500	970-37-95000-810-000	73,669.50
01/31/2022	Kayser Chrysler Center Inc	W39235	01/28/2022	WATER-2021 DODGE RAM 5500	970-96-10392-001	73,669.50
01/31/2022	Kayser Chrysler Center Inc	W39235	01/28/2022	WATER-2021 DODGE RAM 5500	970-37-95000-899-000	73,669.50
Total 17580:						73,669.50
<b>17581</b>						
01/31/2022	MAILBOXES PACK N SHIP OF B	W79383	01/11/2022	WA-WELL #8 METER TO MIDAMERICA	970-37-64300-343-000	37.97
01/31/2022	MAILBOXES PACK N SHIP OF B	W79713	01/26/2022	WA-WELL #6 METER TO MIDAMERICA	970-37-64300-343-000	41.58
Total 17581:						79.55
<b>17582</b>						
01/31/2022	MENARDS - BARABOO	S81645	01/25/2022	SE-CLEANERS/SUPPLIES-ACCT 31900	960-36-85600-390-000	16.39
01/31/2022	MENARDS - BARABOO	W816777	01/26/2022	WA-SERVICE FITTINGS-ACCT 3190028	970-37-67500-238-000	37.86
01/31/2022	MENARDS - BARABOO	W816777	01/26/2022	WA-TOOL/SUPPLIES: RUN FOR FREE	970-37-67500-340-000	9.42
Total 17582:						63.67
<b>17583</b>						
01/31/2022	MUNICIPAL ENVIRONMENTAL G	W2022DUES	01/21/2022	WATER-2022 MEMBERSHIP DUES	970-37-93000-320-000	1,204.80
Total 17583:						1,204.80
<b>17584</b>						
01/31/2022	NAPA AUTO PARTS	W437109	01/10/2022	WA-OIL: GENERATOR@OAK ST HI-LIF	970-37-67800-250-000	23.96
Total 17584:						23.96
<b>17585</b>						
01/31/2022	OMNI MATERIALS INC	S349006	01/09/2022	SEWER-ASH-CUST BAR	960-36-82710-345-000	1,879.44
01/31/2022	OMNI MATERIALS INC	S349006-202	01/09/2022	SEWER-ASH-CUST BAR	960-36-82710-345-000	1,403.93
Total 17585:						3,283.37
<b>17586</b>						
01/31/2022	SEH INC	U418482	01/10/2022	UTIL-GIS SUPPORT-DEC 2021	950-36-85200-215-000	675.91
01/31/2022	SEH INC	U418482	01/10/2022	UTIL-GIS SUPPORT-DEC 2021	960-36-85200-215-000	675.91

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CITY OF BARABOO

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01/31/2022	SEH INC	U418482	01/10/2022	UTIL-GIS SUPPORT-DEC 2021	970-37-92300-215-000	675.91
Total 17586:						2,027.73
<b>17587</b>						
01/31/2022	SJE INC	S-CD994192	01/19/2022	SE-PLC CARD/LABOR: OXIDATION-DO	960-36-83400-250-000	1,062.96
01/31/2022	SJE INC	W-CD994195	01/21/2022	WA-SERVICE: VFD WELL NO. 6-CUST	970-37-63300-250-000	236.54
Total 17587:						1,299.50
<b>17588</b>						
01/31/2022	STAFFORD ROSENBAUM LLP	W1263560	01/13/2022	WA-LEGAL FEES: WEST BARABOO RE	960-36-85200-215-000	1,209.50
01/31/2022	STAFFORD ROSENBAUM LLP	W1263560	01/13/2022	WA-LEGAL FEES: CORRECT INV 1261	960-36-85200-215-000	5,015.00
01/31/2022	STAFFORD ROSENBAUM LLP	W1263560	01/13/2022	WA-LEGAL FEES: CORRECT INV 1261	970-37-92300-215-000	5,015.00-
Total 17588:						1,209.50
<b>17589</b>						
01/31/2022	US CELLULAR	S484802704	01/10/2022	SE-SCADA SERVICE@CTY T LIFTSTAT	960-36-83200-250-000	21.22
Total 17589:						21.22
<b>17590</b>						
01/31/2022	UW SOIL TESTING LAB	S558293122	12/31/2021	SEWER-SOIL TESTS-ID 558293	960-36-82710-340-000	48.00
Total 17590:						48.00
Grand Totals:						286,463.81

FINANCE COMMITTEE APPROVAL:

\_\_\_\_\_  
(Chairman)

\_\_\_\_\_  
(Date)

M = Manual Check, V = Void Check

CITY OF BARABOO

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<b>1346</b>							
01/31/2022	1346	HEALTH EQUITY / WAGE	INV3323407	01/13/2022	FIN-FSA 7% PREFUNDING	100-00-11800-000	2,811.76
Total 1346:							2,811.76
<b>1347</b>							
01/31/2022	1347	PAGE PAYMENT SYSTEM	DEC2021	12/31/2021	REC-DEC RECDESK PAYMENT	100-53-55300-270-000	70.12
Total 1347:							70.12
<b>1348</b>							
01/31/2022	1348	PAYMENT SERVICE NET	250417	01/14/2022	TRE-PSN PAYMENT PROCESSI	100-11-51520-290-000	100.10
Total 1348:							100.10
<b>1349</b>							
01/31/2022	1349	WIS DEPT OF REVENUE	4TH2021	01/20/2022	SALES & USE TAX - 4TH QTR. 2	100-00-24213-000	302.03
01/31/2022	1349	WIS DEPT OF REVENUE	4TH2021	01/20/2022	SALES & USE TAX - 4TH QTR. 2	940-00-24213-000	32.48
Total 1349:							334.51
<b>1350</b>							
01/31/2022	1350	WIS DEPT OF REVENUE-	L035161992	12/20/2021	CLK-JAN 2022 BUSINESS TAX R	100-11-51500-320-000	10.00
Total 1350:							10.00
Grand Totals:							3,326.49

FINANCE COMMITTEE APPROVAL:

\_\_\_\_\_  
 (Chairman)

\_\_\_\_\_  
 (Date)

RESOLUTION NO. 2022 -

Dated: February 8, 2022

**The City of Baraboo, Wisconsin**

**Background:** A Memorandum of Understanding (MOU) is required with the Wisconsin DNR for increased reimbursement costs for responding to wild land fires in unincorporated areas and to apply for the Forest Fire Protection Grant (FFP). The Baraboo Fire Department has had a MOU with the DNR for several years. The MOU was recently updated in 2020, but the following changes to the MOU are as follows:

- Increasing FD pay rate from \$12.25 to \$15.00 per hour
- Adding paragraph 9 (prescribed burning) to make the document easier to read and comprehend. Also includes detailed payment description.
- Numerous small wordsmithing approved by legal staff.
- Updated form date to 01/22 to avoid confusion with last update
- Additional language in 13.c. to allow future increase of payments to FDs
- Clarification for payment for equipment that RxB will be one hour of compensation per day of use (13.a.)

The new MOU is attached.

**Fiscal Note:** (☒ one) ☒ Not Required ☐ Budgeted Expenditure ☐ Not Budgeted

**Comments:**

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

THAT the City Administrator and Fire Chief are authorized to sign the Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services with the Wisconsin Department of Natural Resources.

**Offered by:** Public Safety

**Motion:**

**Second:**

**Approved:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**Fire Department / DNR Memorandum  
of Understanding for Mutual Aid and  
Fire Suppression Services**

Form 4300-061 (R 01/22)

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**Notice:** Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; ch. NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name			Check one <input type="checkbox"/> In DNR Fire Protection Area <input type="checkbox"/> In Cooperative Area
Address			Phone Number (include area code)
City	State	ZIP Code	Tax ID #

Agreement			
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THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s. 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

**1. DEFINITIONS**

- a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" include incidents involving:
  - i. Burning activity that does not spread from predetermined limits
  - ii. Fires that cannot be located
  - iii. False alarms
  - iv. Structural fires
  - v. Vehicular or equipment fires
- h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR
- i. "Reportable Fires" are all fires not listed in Section. 1.g.
- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of command that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively
- l. "ATV" (all-terrain vehicle) and "UTV" (utility terrain vehicle) include equipment that is a manufactured motor driven device capable of off-road use. These vehicles cannot meet the federal motor vehicle safety standards.

# Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

Form 4300-061 (R 01/22)

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## 2. RESPECTIVE RESPONSIBILITIES

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in s. 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by s. NR 1.23, Wis. Adm. Code and s. 26.11(1), Wis. Stats.
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR-owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

## 3. REPORTING FIRES

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively suppress the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively suppress the forest fire, as soon as practicable. Thereafter, it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

## 4. COMMAND AT FIRES

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

## 5. OUTSIDE ASSISTANCE

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

## 6. EQUIPMENT AND PERSONNEL REQUIREMENTS

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fire-ground Blue."
- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **INTRODUCTION TO WILDLAND FIRE SUPPRESSION FOR WI FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

# Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

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## 7. FIRE SUPPRESSION SERVICES AND COMPENSATION

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation applies **only** to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation applies only when invited to assist with prescribed burning on DNR managed lands.

## 8. COMPENSATION

The Fire Department must choose one compensation option from each of the following response categories below.

**Choose an option (for both a. initial attack and b. extended attack) and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

### a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services (**choose option 1 or 2**).

☐ **Option 1. No payment** for providing forest fire suppression on all initial attack forest fires.

☐ **Option 2. Receive payment** for providing forest fire suppression on all initial attack forest fires.

### b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression on an incident where services exceed one hour (**choose option 1 or 2**).

☐ **Option 1. No payment** for providing forest fire suppression on all extended attack forest fires.

☐ **Option 2. Receive payment** for providing forest fire suppression on all extended attack forest fires.

## 9. PRESCRIBED BURNING

Would your fire department wish to be invited to participate in prescribed burning on DNR managed lands?  
(**choose option 1 or 2**).

☐ **Option 1. No**, our fire department does not wish to be invited to participate in prescribed burning activities on DNR managed lands.

☐ **Option 2. Yes**, our fire department would like to receive invitations to participate in prescribed burning activities on State managed lands. (**Choose one payment option below**):

☐ **No payment** for participating in prescribed burns on DNR managed lands.

☐ **Receive payment** for participation in prescribed burning activities on DNR managed lands. Payment includes all firefighter hours and one payment hour per day for each piece of equipment requested and used.

## 10. BILLING PROCEDURE

- a. The Fire Department, township, or governing body agrees not to directly bill any landowner, responsible party, or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.
- b. If the Fire Department bills the DNR for fire suppression costs: (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire, it shall be paid by the DNR subject to the following limitations.



## Fire Department / DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services

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- i. No payment will be made by DNR for runs on or associated with non-reportable fires. Examples include, but are not limited to:
  - Burning activity covered by a legal burning permit.
  - Burning activity not covered by a legal burning permit, but has not escaped control.
  - Cannot be located.
  - False alarms.
  - Structural fires.
  - Vehicle fires.
  - Cooking or warming fires.
- ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

### 11. RECOMMENDED STAFFING

- a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:
  - (i) 1 4x4 brush rig (ICS Type 5-7 Engine).
  - (ii) 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines).
  - (iii) 6 forest fire trained firefighters.
- b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.
- c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

### 12. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific.

### 13. PAYMENT

- a. SCHEDULE - Payment for engines and personnel used in forest fire suppression or prescribed burning shall be made according to the following schedule:
  - (i) Engines that pumped for active forest fire suppression or prescribed burning **\$100/hour for suppression and per day for prescribed burning.**
  - (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression or prescribed burning **\$50/hour for suppression and per day for prescribed burning.**
  - (iii) Fire Department personnel that provide suppression assistance on the forest fire or prescribed burning **\$15.00/hour.**
- b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station and continues until it returns to its station when suppression action was taken by the Fire Department.
- c. INCREASE IN PAYMENT - After consultation with the Fire Department Advisory Council, the Department, in its discretion, may increase the hourly pay rate for Fire Department equipment and personnel for fire suppression and prescribed burning activities identified under section 13.a. at any time while this agreement is in effect. A decision by the Department to increase the pay rate, including the date by which the new pay rate will become effective, will be communicated to the Fire Department via email correspondence or letter. The latest pay rates may also be accessed on the Department website at the webpage address "dnr.wisconsin.gov" and enter key word search "FFP".

### 14. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with s. 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in ss. 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims Board and approved in accordance with statutes.

### 15. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses, and telephone numbers of the DNR's Forestry personnel for the



**Fire Department / DNR Memorandum  
of Understanding for Mutual Aid and  
Fire Suppression Services**

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area described in the Agreement shall be developed.

## 16. TERMINATION

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement, in whole or in part, without penalty. The DNR reserves the right to cancel this Agreement, in whole or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described herein.

## 17. NONDISCRIMINATION

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

## 18. ASSIGNMENT

This Agreement may not be assigned or subcontracted, in part or in whole, without written approval from the DNR and may only be changed or amended in writing.

## 19. PARTIES

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

## 20. AMENDMENT

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 16.

## 21. AUTHORIZATION

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL  
RESOURCES for the Secretary

Signature of DNR Area Forestry Leader		Date Signed
Signature of Fire Chief	Fire Department	Date Signed
Signature of Other Authorized Representative		Date Signed

**The City of Baraboo, Wisconsin**

**Background:** In conjunction with the *Center for Public Safety Management's, LLC (CPSM)*, completed Consolidation of Fire and EMS Services Report, January 2022 the next step for implementation of the plan would be a creation of a Standard of Cover and Strategic Plan for both Baraboo Fire Department (BFD) and Baraboo District Ambulance Service (BDAS) as one new district.

The Standard of Cover will include:

- Community Risk Assessment to include 3-Axis Risk Calculation. This assessment will include:
  - BFD completed Occupancy Vulnerability Assessment Profile (OVAP) scores.
  - Assessment of critical EMS risk such as S-T Elevation Myocardial Infarction, Stroke, and Trauma.
- Utilization of the recently completed (2021) CPSM comprehensive data analysis that includes a total response time and workload analysis.
- Utilization of the recently completed (2021) GIS mapping that assesses fire and EMS district/management zones.
- Analysis of the BFD's ability to assemble an effective response force.
- Analysis of the BDAS's ability to provide continuum of care and respond to multiple calls for service.
- Demand analysis for BFD and BDAS.
- Critical task analysis for BFD and BDAS.
- The development of performance goals and planning recommendations.

The strategic planning process will lead to a combined organizational and operational near, mid, and long term Strategic Plan for the BFD and BDAS. The project operations team will facilitate focused **virtual** discussion sessions with internal stakeholders of the BFD and BDAS, to gain input on the values, vision and mission of the departments, current state, the future, activities, resources, assigned responsibilities, policy and guidelines, and applicable subject matter. The foundation of the Strategic Plan will be the Gap-Analysis and SOC work CPSM will conduct. The combined strategic plan document will align with industry best practices, nationally recognized guidelines and criteria including National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, the Center for Public Safety Excellence (CPSE), CAAS, and any federal and state mandates relative to emergency services, and generally accepted practices within emergency services.

CPSM will assist and guide the fire department through all steps to develop a near, mid, and long term (1-5 year) Strategic Plan (or time frame established by the departments) that includes specific goals and objectives for the near and midterm, and the department's vision of a longer term plan. The plan shall be based on the gap analysis conducted by CPSM and shall be intended to guide the future actions, growth, and development of the combined BFD and BDAS departments.

Fundamentally, a Strategic Plan encompasses both a baseline assessment of an organization and a “road map” to develop and achieve a planned response to specific factors which will or potentially will affect an organization’s mission, or in the case of public safety, service deliverables. A Strategic Plan identifies the purpose of an organization, what the organization will do and how it will perform through goals and measurable objectives. It specifies baseline capabilities, real or potential constraints that may exist or be placed on the organization and delivers a set of goals and requirements to achieve identified objectives and desired outcomes. A Strategic Plan allows an organization to establish direction and priorities, to focus on the critical actions necessary to implement and achieve the mission, improves resource utilization, reduces redundancy, and allows an organization to both establish stability and seek opportunity.

We are proposing that this be funded out of remaining funds available out of the capital funds for the Fire Station remodel.

**Fiscal Note: (Check one) [ ] Not Required [ ] Budgeted Expenditure [X] Not Budgeted**

**Comments:** The proposed fee for this study is \$31,500. While the study was not budgeted for, we will have enough left over from the remodel project to fund this from the original bond proceeds. If approved this would just be a shift in the funding no additional funds will be needed.

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

**WHEREAS**, the City is a municipal corporation under the laws of Wisconsin, and the Baraboo District Ambulance Service (BDAS) was created and operates under Wisconsin State Laws; and

**WHEREAS**, the purpose of the BDAS is to provide Emergency Medical Services to the residents of member communities, which includes the City of Baraboo; and,

**WHEREAS**, the City Council finds it is in the best interests of the residents of the City of Baraboo to share a new facility as a combined Fire/EMS District, if one is to be built in the City; and,

**WHEREAS**, the Consolidation of Fire and EMS Services Final Report from Center for Public Safety Management recommends full consolidation into one Fire/EMS District; and,

**WHEREAS**, the planning for this consolidation is critical to moving forward,

**NOW, THEREFORE BE IT RESOLVED**, that the Baraboo City Council does hereby authorize the City Administrator and City Clerk to sign the Proposal for Standard of Cover and Strategic Plan for Baraboo Fire Department and Baraboo District Ambulance Service by the Center for Public Safety Management, LLC which is a partner of the International City/County Manager’s Association (ICMA), in the amount of \$31,500. These costs shall be funded by the proceeds of the Fire Remodel project.

**Offered By:** Public Safety & Finance Committees

**Approved:** \_\_\_\_\_

**Motion:**

**Second:**

**Certified:** \_\_\_\_\_

# Proposal For

## Standard of Cover Strategic Plan

### Baraboo Fire Department Baraboo District Ambulance Service



# CPSM<sup>®</sup>

CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC  
475 K STREET NW STE 702 • WASHINGTON, DC 20001  
WWW.CPSM.US • 616-812-3782



Exclusive Provider of Public Safety Technical Services for  
International City/County Management Association



Center for Public Safety Management, LLC

January 7, 2021

Chief Kevin Stieve, Baraboo Fire Department  
 Chief Caleb Johnson, Baraboo District Ambulance Service  
 135 4<sup>th</sup> Street  
 Baraboo, WI 53913

Dear Chief Stieve and Chief Johnson:

The Center for Public Safety Management, LLC, (CPSM) as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal to prepare a Standard of Cover and Strategic Plan for the combined Baraboo Fire Department and Baraboo District Ambulance Service.

The Standard of Cover document and Strategic Plan in tandem will provide operational and strategic guidance over a 1-5 year planning period so that the departments can provide the most effective and efficient fire and EMS services in and for the respective Fire and EMS districts.

In general, the Standard of Cover will include a community risk analysis, analysis of operational performance, and determine response strategies relative to each district's unique hazards and demands. Included in the strategic planning process will be a gap-analysis which will link to a Strategic Plan where our professional consulting services will provide planning goals and objectives and a planning document that will guide the combined Districts in the provision of emergency services in the short, near, and long terms.

The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and extensive consulting experience from hundreds of projects completed for cities and counties nationwide.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. My colleagues at CPSM and I greatly appreciate this opportunity and would be pleased to provide consulting services to your organization. I can be reached at 386-785-7282 or via email at [jpozzo@cpsm.us](mailto:jpozzo@cpsm.us)

Sincerely,

A handwritten signature in blue ink that reads "Joseph E. Pozzo".

Joseph E. Pozzo  
 Senior Manager for Fire and EMS  
 Center for Public Safety

For CPSM,

A handwritten signature in blue ink that reads "Thomas J. Wiczorek".

Thomas J. Wiczorek  
 Director  
 Center for Public Safety

# THE ASSOCIATION & THE COMPANY

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The International City/County Management Association is a 103-year old, nonprofit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to its citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its website ([www.icma.org](http://www.icma.org)), publications, research, professional development, and membership. The ICMA Center for Public Safety Management (ICMA/CPSM) was launched by ICMA to provide support to local governments in the areas of police, fire, and emergency medical services.

ICMA also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security.

In 2014, as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) was spun out as a separate company. It is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, and others.

The Center for Public Safety Management, LLC, maintains the same team of individuals performing the same level of service as when it was a component of ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs, and align department operations with industry best practices. We have conducted more than 325 such studies in 44 states and provinces and 264 communities ranging in population from 8,000 (Boone, Iowa) to 800,000 (Indianapolis, Ind.).

Our local government technical assistance experience includes comprehensive evaluation and analysis of fire, rescue, EMS, and police departments and agencies using our unique methodology and industry subject matter expertise. The CPSM approach to conducting this analysis is unique and comprehensive in that we link operational information and service delivery systems with a review of the department's response workload. We utilize this approach to establish the current state of the department's service delivery. This approach will assist us in performing comprehensive Strategic Plan Development Services for the Bell County ESD#1-Salada Fire Rescue.

Thomas Wieczorek is the Director of the Center for Public Safety Management. Leonard Matarese serves as the Director of Research & Program Development/Managing Partner. Dr. Dov Chelst is the Director of Quantitative Analysis.

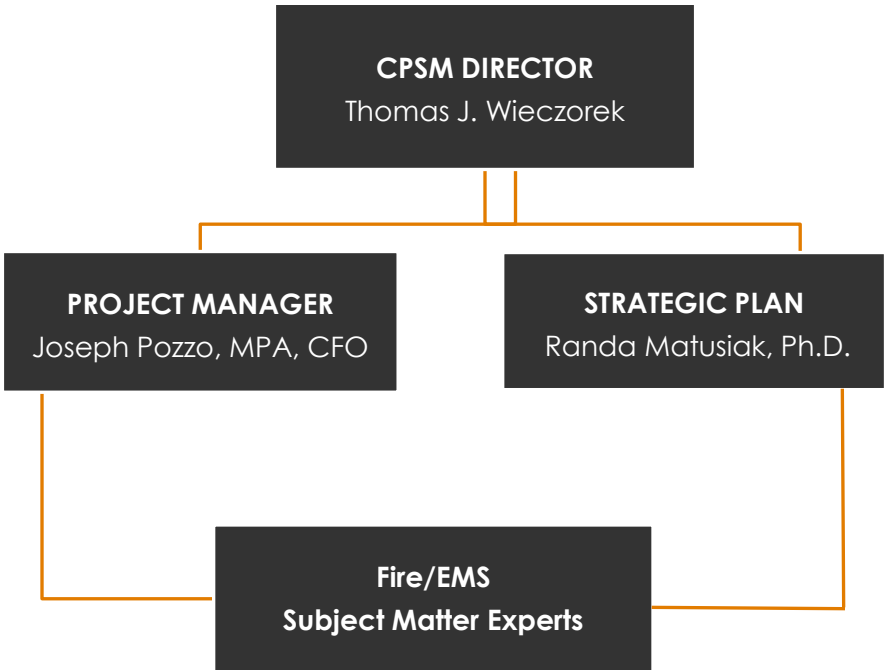
# THE CPSM APPROACH

## Firm Qualifications and Key Personnel

CPSM has conducted over 140 fire and emergency medical services projects to include comprehensive fire and EMS analyses, fire and EMS consolidation analyses, analyses of emergency communications centers, fire and EMS department standard of cover and strategic plans, and fire and EMS department staffing plans. CPSM utilizes current and former fire and EMS chief officers who also served as practitioners, line officers and middle managers as well as specialists in data and GIS analysis, and strategic planning principles. For fire and EMS projects, CPSM has ten (10) subject matter experts that are discipline specific, and who are supported by six (6) data analysis/GIS subject matter experts. When the project needs additional expertise, CPSM has sixteen (16) additional subject matter experts representing the disciplines of law enforcement, education, and training, as well leadership and management.

For this project, CPSM has assembled a premier team of experts who have strategic planning and performance measurement; fire, emergency medical services; senior level fire and EMS agency management; career and volunteer staffing experience; as well as fire and EMS program and project management experience. The team for the project will consist of a Project Manager, Strategic Plan Lead, and several public safety Subject Matter Experts selected from our team specifically to meet the needs of this project.

## Project Organizational Chart





CPSM offers the Baraboo Fire Department (BFD) and Baraboo District Ambulance Service (BDAS) a project team comprised of highly capable and experienced fire, rescue, EMS, Standard of Cover and Strategic Plan development subject matter experts with a track record of competently and efficiently performing similar projects for our clients. CPSM utilizes current and former fire, rescue, and EMS chief officers, who have prior experience serving as practitioners, line officers, and middle managers. CPSM also utilizes current management and data analysts specifically chosen for this project, who have an in depth working knowledge of Standard of Cover metrics and strategic planning methodologies. This ensures that our staff have extensive relevant knowledge, hands-on experience, and understanding of all aspects of fire, rescue, EMS, and management operations. Their expertise has been applied to similar projects that CPSM has performed for its clients. Our comprehensive fire, rescue, and EMS analyses have yielded thousands of recommendations for enhancing the effectiveness and efficiency of department management, operations, staffing, training, data management, fleet management, community relations, and more.

CPSM's proposed project professionals will be available to support the project as needed through completion. CPSM's subject matter experts have a long history with the firm, which means staff turnover is not a significant concern. Based on our experience, a dedicated, consistent project team works more efficiently and effectively, ensuring both continuity of project knowledge and budget management. Because we have a stable workforce, our project team members have a history of collaborating on similar projects.

For this project, CPSM has assembled a premier team of experts with hands-on experience and knowledge directly relevant to performing the Strategic Plan Development Services for the two departments. CPSM Director Thomas Wieczorek will serve as the overarching corporate lead for the team supported by our Project Manager and Strategic Planning Team Lead Chief Joe Pozzo and Dr. Randa Matusiak, respectively. Each will direct a team of senior public safety subject matter experts selected from our staff specifically for this project based on relevant experience and availability to support the project.

CPSM performs all work using in-house resources and does not subcontract any portion of the work scope. The firm has adequate in-house subject matter experts to perform multiple concurrent public safety studies at any time.

## **DIRECTOR THOMAS WIECZOREK**

Director, Center for Public Safety Management; retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence

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## **BACKGROUND**

Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.).

He has taught numerous programs for the International City-County Management Association, Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), State of Michigan's Transportation Asset Management Council, for the National Fire Academy, and Grand Rapids Community College. He often testified for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past-president of the Michigan Local Government



Manager's Association (MLGMA, now MME); served as the vice-chairperson of the Commission on Fire Officer Designation; served as ICMA's representative on the International Accreditation Service (IAS), a wholly owned subsidiary of the International Code Council (ICC); and currently serves on the NFPA 1710 career committee and NFPA 1730 committee.

He worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 43 states and has been assigned a course number by the DHS. He represents ICMA on the Emergency Management Assistance Compact (EMAC) Board and other fire service participation areas. He has been serving with a committee through the U.S. Fire Administration that is looking at recruitment and retention of volunteers in the fire service.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

## **PROJECT MANAGER**

### **SENIOR MANAGER For FIRE AND EMS**

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#### **CHIEF JOSEPH E. POZZO (RET), MPA, CFOD, SHRM-SCP**

Former Director of Public Protection for Volusia County, Florida; Former Assistant Director of Human Resources, Volusia County, FL; Former Deputy Director, Volusia County Department of Public Protection; former Director and Fire Chief, Volusia County, Florida, former Fire Chief, Loudon County, Virginia, former Fire Chief Portsmouth, Virginia.

#### **BACKGROUND**

Joe has a forty-two (42) year career in public service, and most recently served as the Director of Public Protection for Volusia County, Florida where he provided executive leadership to the Fire, EMS, Emergency Management, Corrections, Animal Control, and Beach Safety divisions. The Public Protection Department is the largest department in Volusia County and includes 945+ employees, an EMS Division that handles over 50,000 transports per year and utilizes Florida's first ever Nurse Triage system in the 911 Center, an all-hazards Emergency Management Division that specializes in coastal storm preparation and response, and a Fire Division that responds to 23,000-calls/year utilizing ALS staffed apparatus.

From March 2015 to September of 2018, Joe served as the Assistant Director of Human Resources for Volusia County, Florida (3,200 employees), where he managed the employee relations, benefits administration, and occupational health services functions and teams, as well as assist in the management and negotiation of six collective bargaining agreements/units. Joe was also involved in developing and implementing the County's Diversity and Inclusion initiative.

Joe has also served as the Deputy Director of the Department of Public Protection Volusia County, Florida, where he was responsible for the day-to-day operations of Fire, EMS, Emergency Management, Medical Examiner, Beach Safety, Corrections, and Animal Services. He was formerly Fire Chief of Volusia County Fire Services, where he developed and implemented a service model designed to introduce EMS transport into the agency, incorporate fleet efficiencies, and enhance the wild land/urban interface efforts.

Prior to Chief Pozzo's appointment in Volusia County in 2010, he served as the Chief of the Loudoun County Department of Fire and Rescue. This agency is a combination fire and

rescue system providing fire, rescue, and emergency management services in one of the fastest growing counties in the nation. The fire and rescue system during Chief Pozzo's tenure provided these services to over 275,000 permanent residents living in 520 square miles of diverse suburban and rural area located within the National Capital Region. Services were executed through 450+ career staff 1400+ volunteer members operating out of 19 stations.

Prior to his appointment with Loudoun County, Chief Pozzo served as Chief of the Portsmouth Fire, Rescue and Emergency Services Department. This agency is one of the oldest professional departments on the eastern seaboard and served over 100,000 residents during Chief Pozzo's tenure. Chief Pozzo also served in the City of Virginia Beach, Va. Fire Department for 19 years reaching the level of Deputy Fire Marshal and then Battalion Chief prior to embarking on his career as a Fire Chief/Director.

Joe holds a Master of Public Administration degree from Troy University, a B.A. in Public Administration from Saint Leo University, and numerous public safety technical certifications. He holds the **Chief Fire Officer Designation** from the Center for Public Safety Excellence and is a **Senior Certified Professional in Human Resources** through the Society of Human Resource Management (SHRM).

## ASSOCIATE: FIRE AND EMS DATA ANALYSIS/STRATEGIC PLANNING

### RANDA MATUSIAK, Ph.D.

Currently the Special Projects Coordinator for the Department of Public Protection in Volusia County, Florida. In this role, Dr. Matusiak manages data related projects and is responsible for and specializes in data analysis for divisions such as the Volusia County Division of Corrections, Volusia County Emergency Medical Services, and Volusia County Fire Rescue. Data analysis projects encompass current performance measurement, operational resource assignment and management, and service level planning.

### BACKGROUND

Dr. Matusiak holds a B.A. in Psychology from the University of Texas at Austin, an M.A. in Criminal Justice and Criminology from Sam Houston State University (Huntsville, TX), and a Ph.D. in Criminal Justice from Sam Houston State University. After completing her Ph.D., Dr. Matusiak held the position of Assistant Professor at the University of Central Missouri (UCM). While at UCM, she also served as Graduate Program Coordinator for several years. Additionally, Dr. Matusiak served as an Adjunct Instructor for the Department of Criminal Justice at the University of Central Florida.

Dr. Matusiak has been engaged in working with practitioners in a variety of fields since her time at the Texas Regional Center for Policing Innovation (TRCPI) at Sam Houston State University. At TRCPI she was involved with organizing, facilitating, and/or reporting on a number of trainings to include topics ranging from community engagement and community policing to intensive human trafficking task force training. Dr. Matusiak's original research has been published in peer-reviewed scholarly journals such as *The Prison Journal*, *Women in Criminal Justice*, and *Policing: An International Journal of Police Strategies & Management*.

## ASSOCIATE

### CHIEF RONDALL L. EARLY, MPA, EFO, NREMT-P

Fire Chief, Wake Forest, North Carolina; Former Battalion Chief, Portsmouth VA.

#### BACKGROUND

Chief Early has more than 30 years of fire and EMS experience as a practitioner, middle manager, and Chief officer in the planning, organizing, delivering, and administration of fire and EMS department operations. Since 2008, Chief Early has commanded the Wake Forest Fire Department. The Wake Forest fire department is a combination fire department that provides fire suppression, basic life support emergency medical services first response, hazardous material response, fire prevention, and fire and emergency medical services training programs to the Town of Wake Forest and surrounding unincorporated fire district.

Prior to his appointment in Wake Forest, Chief Early served the Portsmouth, VA Fire and EMS Department for twenty years. In Portsmouth, Chief Early rose through the ranks from firefighter to Battalion Chief, working in all areas of this department to include engine and ladder companies, EMS transport, and training. Chief Early's final assignment in Portsmouth prior to leaving for Wake Forest was as the Division Chief for Emergency Medical Services, where he oversaw the EMS transport operations, EMS billing, training, and administration of this departmental function.

Chief Early holds a Master of Public Administration degree from Troy University, is a 2011 graduate of the National Fire Academy's Executive Fire Officer Program, holds the certification of Nationally Registered Emergency Medical Technician-Paramedic, and holds the rank of 2<sup>nd</sup> Lieutenant with the North Carolina Civil Air Patrol in charge of Emergency Services.

## ASSOCIATE

### DEPUTY CHIEF JAMES L. MAUNEY, (RET.)

Former Deputy Fire Chief, Volusia County, Florida; Former Deputy Operations Supervisor, Volusia County Emergency Management; Former Fire Chief, Lake County Fire & Rescue, Former Director of the Emergency Services Institute; Volusia County Fire Services.

#### BACKGROUND

Jim has a thirty (30) year career in public safety, beginning as a State Trooper with the Florida Highway Patrol. Since his retirement from Volusia County, Jim has embarked on a post-retirement career where he develops and conducts specialized training that includes incident command and management; wild land/urban interface suppression and defensible communities; design, development, implementation, and evaluation of emergency response exercises; firefighter principles and practices; fire company officer leadership, continuity of operations planning, and hazardous materials. Jim is certified in the Homeland Security Exercise Evaluator Program (HSEEP), and conducts training supported by the Department of Justice, State of Florida, National Wildfire Coordinating Group, FEMA, NIMS.

As an Assistant Chief with Volusia County, FL, Jim trained Florida's first wildland fire crew in 1994; the Volusia County Fire Service Firewalkers. These 30 certified firefighters were trained in wildland firefighting tactics, Florida fuels topography, and weather. In 1998 the team was instrumental in saving lives, businesses and homes in Volusia County during what is still

recognized as *"the most complex fire in America's history"*. During this incident, Jim served as the Area Commander for the 6 weeks, managing resources for 968 individual wildland fires totaling 147,000 acres.

Jim is a subject matter expert in the concepts for determining the risks associated with the wild land/urban interface and Firewise Community development. Jim also has extensive experience in the principles and practices of Emergency Management. During Jim's career in Emergency Management, he coordinated operations with sixteen (16) municipalities to incidents within the County during fifty (50) plus federally declared disasters. Jim maintains his Florida Department of Law Enforcement certifications and serves as a law enforcement Reserve Sergeant in Lake Helen, Florida.

## DATA ASSESSMENT TEAM

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### DOV CHELST, PH.D.

Director of Quantitative Analysis

#### BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

## SENIOR PUBLIC SAFETY DATA ANALYST

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### SARAH WEADON, B.A.

#### BACKGROUND

Sarah Weadon has over 15 years' experience consulting with local, state, and federal government agencies in the areas of data and geospatial analysis, database and application development, and project management. She has worked with over 40 public safety agencies across the U.S. and Canada, providing data and geospatial analysis of response times, call trends, and station locations. Her skill in understanding the results of the analyses in the broader context of each client's budget, political, and overall reality, supports the development of practical, actionable recommendations. Ms. Weadon holds a bachelor's degree in Classical Languages.

# PROJECT WORK PLAN

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CPSM will specifically provide services which lead to the creation of a Standard of Cover (SOC) for the combined BFD and BDAS. This SOC will include the following components:

- Community Risk Assessment to include 3-Axis Risk Calculation. This assessment will include:
  - BFD completed Occupancy Vulnerability Assessment Profile (OVAP) scores.
  - Assessment of critical EMS risk such as S-T Elevation Myocardial Infarction, Stroke, and Trauma.
- Utilization of the recently completed (2021) CPSM comprehensive data analysis that includes a total response time and workload analysis.
- Utilization of the recently completed (2021) GIS mapping that assesses fire and EMS district/management zones.
- Analysis of the BFD's ability to assemble an effective response force.
- Analysis of the BDAS's ability to provide continuum of care and respond to multiple calls for service.
- Demand analysis for BFD and BDAS.
- Critical task analysis for BFD and BDAS.
- The development of performance goals and planning recommendations.

The strategic planning process will lead to a combined organizational and operational near, mid, and long term Strategic Plan for the BFD and BDAS. The project operations team will facilitate focused virtual discussion sessions with internal stakeholders of the BFD and BDAS, to gain input on the values, vision and mission of the departments, current state, the future, activities, resources, assigned responsibilities, policy and guidelines, and applicable subject matter. The foundation of the Strategic Plan will be the Gap-Analysis and SOC work CPSM will conduct. The combined strategic plan document will align with industry best practices, nationally recognized guidelines and criteria including National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, the Center for Public Safety Excellence (CPSE), CAAS, and any federal and state mandates relative to emergency services, and generally accepted practices within emergency services.

CPSM will assist and guide the fire department through all steps to develop a near, mid, and long term (1-5 year) Strategic Plan (or time frame established by the departments) that includes specific goals and objectives for the near and midterm, and the department's vision of a longer term plan. The plan shall be based on the gap analysis conducted by CPSM and shall be intended to guide the future actions, growth, and development of the combined BFD and BDAS departments.

Fundamentally, a Strategic Plan encompasses both a baseline assessment of an organization and a "road map" to develop and achieve a planned response to specific factors which will or potentially will affect an organization's mission, or in the case of public safety, service deliverables. A Strategic Plan identifies the purpose of an organization, what the organization will do and how it will perform through goals and measurable objectives. It specifies baseline capabilities, real or potential constraints that may exist or be placed on the organization and delivers a set of goals and requirements to achieve identified objectives and desired outcomes.

A Strategic Plan allows an organization to establish direction and priorities, to focus on the critical actions necessary to implement and achieve the mission, improves resource utilization, reduces redundancy, and allows an organization to both establish stability and seek opportunity.

CPSM will specifically provide services which lead to creation of a combined near, mid, and long term Strategic Plan for the BFD and BDAS. The project operations team will facilitate focused **virtual** discussion sessions with internal and external stakeholders of the fire department and other internal stakeholders to gain input on the values, vision and mission of the department, current state, the future, activities, resources, assigned responsibilities, policy and guidelines, and applicable subject matter. The foundation of the Strategic Plan will be the SOC work process and organizational and operational gap-analysis CPSM will conduct. The project team will produce an administrative draft Strategic Plan for initial review by BFD and BDAS management, and then a Final Strategic Plan document for the organization.

The internal planning process (work conducted during CPSM conducted planning meetings) will include:

- Preparatory meetings with fire department leadership (virtual).
- Internal stakeholder meetings with identified command staff (virtual).
- Examination of the current and future environmental factors that impact the department's capability to reach its vision.
- Discussion of the organization's strengths, weaknesses, opportunities, and threats (survey method and during meetings).
- Gather input during stakeholder meetings for the development of meaningful mission, vision, and values statements (virtual).
- Review and analyze the components of the CPSM conducted gap analysis.
- Establishment of near, mid, and long-term goals.
- Exploration of various strategic alternative approaches to carry out the goals in the identified plan years.

From the planning process, specific Core Strategies will be developed and are accompanied by several components that deliver overall strategies and key measurements and include:

- Core Strategies: necessary to help achieve goals and outcomes. The core strategies must be applied to all situations both when the organization is working externally within the Community (outward focus) and when we are working internally within the organization (inward focus).
- Desired Outcome: Describes where the organization wants to be.
- Success Indicators: Describes how the organization will know when they are moving toward achieving the strategy.
- Performance/Key Measures: Are the concrete actions that validate the indicators

Immediately following project launch, the Project Manager will arrange an initial virtual meeting with key staff of the departments to discuss the scope of work of this project, as well as begin the stakeholder dialogue that will drive the project's success. The Project Manager may also provide the points of contact with an operational, administrative information/document request that identifies substantive information needed for project analyses.

***The draft final Strategic Plan will be delivered approximately 150-180 days from contract engagement unless otherwise agreed upon between the clients and the Project Manager.***

**CPSM can begin this project in mid-February, 2022.**

## PROPOSED FEES

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The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct an operational gap-analysis and develop a Strategic Plan (near term and 3-5 years) for **\$31,500. As all stakeholder and other meetings for the Standard of Cover and Strategic Plan will be held virtually via ZOOM, there is no travel expense.** The project would be billed in three installments: 20% upon contract signing; 40% upon submission of the draft Standard of Cover; 40% upon submission of the draft Strategic Plan.

If requested: in-person presentation to department membership on both plans-one presentation: \$2,500.00 plus reimbursement of travel expenses. Travel expenses for an in-person presentation will be billed as incurred at actual cost with no overhead or administrative fees applied. Because of potential for COVID outbreaks or high transmission rates, travel may be minimized to reduce the risk to the community as well as CPSM subject matter experts.

### Deliverables

The draft final Standard of Cover and Strategic Plan documents will be delivered approximately 150-180 days from contract engagement unless otherwise agreed upon between the client and the Project Manager. The fee quoted above is inclusive of the research and development of all elements of the draft and final reports (Standard of Cover and Strategic Plan).

CPSM will deliver the final Standard of Cover and Strategic Plan documents in computer readable material either by email, thumb-drive or both. Should the department desire additional copies of the report, CPSM will produce and deliver whatever number of copies is requested, which will be invoiced at cost.

## CONCLUSION

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Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.



**The City of Baraboo, Wisconsin**

**Background:** The Center for Public Safety Management (CPSM) was contracted by the City of Baraboo to complete an analysis of the potential to consolidate the city's fire department and EMS provider. Both organizations serve the city and a larger response district contiguous to the city. CPSM's report provides an overview analysis of Fire and EMS operations of the Baraboo Fire Department (BFD) and Baraboo District Ambulance Service (BDAS). Next steps and recommendations for consolidation are included in Section 5 and page 2 of this report. Timelines for a consolidation of Fire and EMS services that include short-, mid-, and long-term time frames are also included in Table 5 of the report. ***CPSM has concluded and recommends full consolidation of BFD and BDAS into one Fire/EMS District.***

This resolution requests permission from the City Council to appoint specific elected officials and Department Heads to work with the Baraboo District Ambulance Service Commission and Chief to create the governance for a new EMS/Fire District as recommended.

**Fiscal Note: (Check one)** ☐ Not Required ☒ Budgeted Expenditure ☐ Not Budgeted

**Comments:** The fiscal responsibility would be related Attorney Fees associated with the work to create the District Governance. These fees would be allocated through the budgeted funds for current contracted Attorney.

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

**WHEREAS**, the City is a municipal corporation under the laws of Wisconsin, and the Baraboo District Ambulance Service (BDAS) was created and operates under Wisconsin State Laws; and

**WHEREAS**, the purpose of the BDAS is to provide Emergency Medical Services to the residents of member communities, which includes the City of Baraboo; and,

**WHEREAS**, the Consolidation of Fire and EMS Services Final Report from Center for Public Safety Management recommends full consolidation into one Fire/EMS District; and,

**WHEREAS**, the planning and creation of the governance documents for this consolidated Fire/EMS District is one of the immediate actions required to move forward,

**NOW, THEREFORE BE IT RESOLVED**, that the Baraboo City Council does hereby authorize the Council President, Public Safety Committee Chair, City Administrator and Fire Chief to work with a subcommittee of the Baraboo Ambulance Commission as appointed by respective Commission and EMS Chief to create the necessary governance documents to form the consolidated Fire/EMS District.

**Offered By:** Public Safety & Finance Committees

**Approved:** \_\_\_\_\_

**Motion:**

**Certified:** \_\_\_\_\_

**Second:**



## NBR - 6

RESOLUTION NO. 2021 -

Dated: February 8, 2022

**The City of Baraboo, Wisconsin**

**Background:** From Resolution No.: 2019-81:

*The City of Baraboo has been working on a building project for a Fire & EMS operations for the past several years. As part of the 2019 Budget, Public Safety Impact Fees were appropriated to begin design services for a new Fire & EMS facility. The Capital Plan includes funding projections in 2020 to complete Fire & EMS Building design and funding projections in 2021 to build a new Fire & EMS Facility. Accordingly, as part of staff's ongoing planning for this new facility to house these two operations, a Request for Proposal (RFP) for Planning and Design services for the Fire & EMS Building that was developed and sent to 18 prospective architectural firms on May 24<sup>th</sup>. Eight Proposals were received on July 3<sup>rd</sup> and the Selection Committee, which consists of Ed Geick, Pat Cannon, Cynthia Haggard, Kevin Stieve, Tom Pinion, Phil Wedekind, Dana Sechler, and Tim Stieve, shortlisted the top five firms. On July 26<sup>th</sup>, the five short listed firms were interviewed by the Selection Committee and the team of MSA Professional Services and CR Architecture + Design was recommended as the preferred firm for the project.*

*The review of the Proposals was based exclusively on each firms' qualifications and experience. The RFP required that a Proposal include an estimate of the cost to provide the requested services so the cost could be a consideration as part of the final selection. The estimated costs of the top five firms ranged from \$590,000 to \$850,000 plus reimbursables. The average cost of the five firms' estimated costs was \$728,500.*

*The Selection Committee determined that the recommended team of MSA Professional Services and CR Architecture + Design offered superior expertise for this project coupled with being most familiar with the respective space needs for both the Fire & EMS operations.*

*At this time, the City Administrator is requesting permission to enter into further negotiations with MSA Professional Services for the purpose of ultimately entering into a contract for (i) Site Selection and (ii) a Preliminary Design of the Fire & EMS building, with a negotiated cost to the City of no more than \$725,000 plus reimbursables.*

*There has been limited progress on this project. The Center for Public Safety Management's, LLC (CPSM), completed Consolidation of Fire and EMS Services Report, January 2022 recommends full consolidation into a consolidated Fire/EMS District. This recommendation allows the new Fire/EMS Station project to move forward with the planning of one building taking advantage of efficiencies afforded by one Fire/EMS District being housed in the building.*

*With loss of the two key CR staff, MSA is respectfully requesting to terminate the current agreement. Per Article 9.4, consider this our written notification which will be effective February 10, 2022.*

*With termination of contract, the original RFP sent in 2019 will be revised and re-issued upon authorization.*

*Work on site selection continues to progress for this project.*

**Fiscal Note: (Check one) [ ] Not Required [X] Budgeted Expenditure [ ] Not Budgeted**

**Comments:** The original 2019/2020 budgeted funds are still available for this project. Additionally, additional Impact Fees collected for Fire Department Impact Fees should be available.

**Resolved, by the Common Council of the City of Baraboo, Sauk County, Wisconsin:**

**WHEREAS**, the City is a municipal corporation under the laws of Wisconsin, and the Baraboo District Ambulance Service (BDAS) was created and operates under Wisconsin State Laws; and

**WHEREAS**, the purpose of the BDAS is to provide Emergency Medical Services to the residents of member communities, which includes the City of Baraboo; and,

**WHEREAS**, the Consolidation of Fire and EMS Services Final Report from Center for Public Safety Management recommends full consolidation into one Fire/EMS District; and,

**WHEREAS**, MSA Professional Services respectfully terminates the AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect signed by the City and MSA Professional Services on September 25, 2019 as allowed under Section 9.4 of said document; and,

**WHEREAS**, work continues on a site for the new Fire/EMS Station and when available, purchase authorization for selected site will be brought forth in resolution; and,

**NOW, THEREFORE BE IT RESOLVED**, that the Baraboo City Council does hereby authorize the City Administrator and City Staff to revise and release Request for Proposal for design and construction of a new Fire/EMS Station.

**BE IT FURTHER RESOLVED**, that the City Administrator, City Staff and selected Common Council Members are authorized to work with Baraboo District Ambulance Commission Member(s) and Chief to interview, select and bring forth a qualified firm for design and construction services for a new Fire/EMS Station to Common Council for approval.

**Offered By:** Finance Committees

**Motion:**

**Second:**

**Approved:** \_\_\_\_\_

**Certified:** \_\_\_\_\_



February 3, 2022

Casey Bradley, Administrator  
City of Baraboo  
101 South Boulevard  
Baraboo, Wisconsin 53913

Re: Fire/EMS Station  
AIA Agreement between Engineer and Architect

Dear Mr. Bradley,

MSA was selected to assist with the Fire/EMS Station project in response to the Request for Proposals (RFP) in the fall of 2019. At the time of the proposal submittal, the MSA Team for the project included additional Fire/EMS support expertise with staff from CR Architecture + Design.

The Team completed the site selection phase of the project in 2021. Since that time, two of the CR key staff have left the firm. MSA recognizes that the staff from CR was a major contributor to the City's consultant selection for the project.

As we discussed in our recent meeting, and to alleviate your concerns with loss of the two key CR staff, we are respectfully requesting to terminate the current agreement. Per Article 9.4, consider this our written notification which will be effective February 10, 2022.

Most importantly, MSA's intent is to demonstrate our commitment to the City of Baraboo and the Fire/EMS Station project.

If you would like to discuss further, please feel free to give me a call.

Sincerely,  
MSA Professional Services, Inc.

A handwritten signature in blue ink, appearing to read "Rob Uphoff", is written over a horizontal line.

Rob Uphoff, P.E.  
Senior Vice President  
[ruphoff@msa-ps.com](mailto:ruphoff@msa-ps.com) | (608) 355-8948 | (608) 963-7403

cc: Tom Pinion, City Engineer  
Kevin Stieve, Fire Chief

# **AIA® Document B101™ – 2017**

## **Standard Form of Agreement Between Owner and Architect**

**AGREEMENT** made as of the twenty-fifth day of September in the year Two Thousand and Nineteen

*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

City of Baraboo  
101 South Blvd  
Baraboo, WI 53913  
Telephone Number: 608.355.2700

and the Architect:

*(Name, legal status, address and other information)*

MSA Professional Services, Inc.  
1230 South Blvd, Baraboo, WI 53913  
Telephone Number: 608-356-2771  
Fax Number: 608-356-2770

for the following Project:

*(Name, location and detailed description)*

Baraboo Fire and EMS Station  
Reference Exhibits A and C for the scope of the project.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(843543638)

## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

## ARTICLE 1: INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Reference Exhibit A, item I and Exhibit C for the project scope.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Reference Exhibit C.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Reference Exhibit C.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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(843543638)



The project schedule has changed from the schedule the City identified in the RFP. At this time the City is interested in proceeding with site selection and preliminary design. Due to funding the City has not determined when the project will move forward. A schedule for the site selection and preliminary design will be worked out as work under this Agreement begins.

**2 Construction commencement date:**

To be determined. The City has not determined when the project can proceed due to funding.

**3 Substantial Completion date or dates:**

To be determined.

**4 Other milestone dates:**

The schedule will be refined and dates identified as the project progresses.

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bidding

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Reference Exhibit C.

(Paragraph deleted)

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
(List name, address, and other contact information.)

Tom Pinion  
101 South Blvd  
Baraboo, WI 53913  
Telephone Number: 608.355.7325

Mobile Number: 608.3939945  
Email Address: tpinion@cityofbaraboo.com

(Paragraphs deleted)

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Allen J. Szymanski, AIA, P.E.  
1230 South Blvd  
Baraboo, WI 53913  
Telephone Number: 608-355-8943

Mobile Number: 608-963-5416  
Email Address: aszymanski@msa-ps.com

(Paragraphs deleted)

**§ 1.1.12** Other Initial Information on which the Agreement is based:

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User Notes:

(843543638)

Reference Exhibit C.

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

*(Paragraphs deleted)*

## **ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than one million (\$ 1.0 ) for each occurrence and two million (\$ 2.0 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1.0 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than one million (\$ 1.0 ) each accident, one million (\$ 1.0 ) each employee, and one million (\$ 1.0 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5.0 ) per claim and five million (\$ 5.0 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an

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additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### **ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### **§ 3.2 Schematic Design Phase Services**

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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**§ 3.2.5** Based on the project scope identified in Exhibit C, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include study models, perspectives or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### **§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### **§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

1. facilitating the distribution of Bidding Documents to prospective bidders;
2. organizing and conducting a pre-bid conference for prospective bidders;
3. preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
4. organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

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completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect.
§ 4.1.1.2 Multiple preliminary designs	Not Provided.
§ 4.1.1.3 Measured drawings	Not Provided.
§ 4.1.1.4 Existing facilities surveys	Not Provided.
§ 4.1.1.5 Site evaluation and planning	Architect.
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided.
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided.
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect.
§ 4.1.1.10 Architectural interior design	Architect.
§ 4.1.1.11 Value analysis	Not Provided.
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided.
§ 4.1.1.13 On-site project representation	Not Provided.
§ 4.1.1.14 Conformed documents for construction	Not Provided.
§ 4.1.1.15 As-designed record drawings	Not Provided.
§ 4.1.1.16 As-constructed record drawings	Not Provided.
§ 4.1.1.17 Post-occupancy evaluation	Not Provided.
§ 4.1.1.18 Facility support services	Not Provided.
§ 4.1.1.19 Tenant-related services	Not Provided.
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided.
§ 4.1.1.21 Telecommunications/data design	Architect.
§ 4.1.1.22 Security evaluation and planning	Not Provided.
§ 4.1.1.23 Commissioning	Not Provided.

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided.
§ 4.1.1.25 Fast-track design services	Not Provided.
§ 4.1.1.26 Multiple bid packages	Not Provided.
§ 4.1.1.27 Historic preservation	Not Provided.
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided.
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided.
§ 4.1.1.30 Other Supplemental Services	Not Provided.

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Reference Exhibit C.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

*(Paragraph deleted)*

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One ( 1 ) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty ( 20 ) visits to the site by the Architect during construction
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

*(Paragraph deleted)*

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

*(Paragraph deleted)*

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be with additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### **§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a

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complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

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person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**1. Termination Fee:**

\$0.00

**2. Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:**

\$0.00

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

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**ARTICLE 11 COMPENSATION**

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

(Paragraphs deleted)

Reference Exhibit A item IV.

(Paragraphs deleted)

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Stipulated sum based on a defined scope of work.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

Stipulated sum based on a defined scope of work.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Reference Exhibit A.

(Table deleted)

(Table deleted)

(Paragraphs deleted)

**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1  
(Paragraphs deleted)
- Permitting and other fees required by authorities having jurisdiction over the Project;
- .2 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .3 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .4 All taxes levied on professional services and on reimbursable expenses;
- .5 Transportation.
- .6 Printing, reproductions and plots.
- .7 Postage, handling and delivery.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

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*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

*(Paragraph deleted)*

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % per month

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

Reference Exhibit B.

## **ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

1. AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

*(Paragraphs deleted)*

☒ Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

*(Paragraphs deleted)*

Exhibits A, B and C.

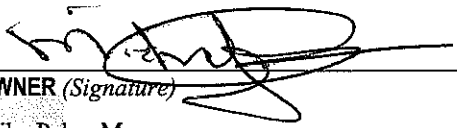
This Agreement entered into as of the day and year first written above.

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 OWNER (Signature)

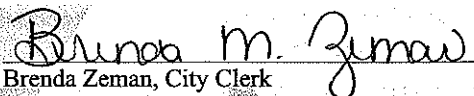
Mike Palm, Mayor

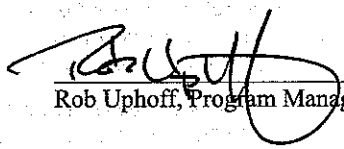
(Printed name and title)

  
 ARCHITECT (Signature)

Gil Hantzsch, P.E., CEO

(Printed name, title, and license number, if required)

  
 Brenda M. Zeman, City Clerk

  
 Rob Uphoff, Program Manager

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## Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:08:27 ET on 09/26/2019.

### PAGE 1

**AGREEMENT** made as of the twenty-fifth day of September in the year Two Thousand and Nineteen

...

City of Baraboo  
101 South Blvd  
Baraboo, WI 53913  
Telephone Number: 608.355.2700

...

MSA Professional Services, Inc.  
1230 South Blvd, Baraboo, WI 53913  
Telephone Number: 608-356-2771  
Fax Number: 608-356-2770

...

Baraboo Fire and EMS Station  
Reference Exhibits A and C for the scope of the project.

### PAGE 2

Reference Exhibit A, item I and Exhibit C for the project scope.

...

Reference Exhibit C.

...

Reference Exhibit C.

### PAGE 3

The project schedule has changed from the schedule the City identified in the RFP. At this time the City is interested in proceeding with site selection and preliminary design. Due to funding the City has not determined when the project will move forward. A schedule for the site selection and preliminary design will be worked out as work under this Agreement begins.

...

To be determined. The City has not determined when the project can proceed due to funding.



...

To be determined.

...

The schedule will be refined and dates identified as the project progresses.

...

Competitive Bidding

...

Reference Exhibit C.

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™ - 2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204 - 2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204 - 2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

...

Tom Pinion  
101 South Blvd  
Baraboo, WI 53913  
Telephone Number: 608.355.7325  
Mobile Number: 608.3939945  
Email Address: tpinion@cityofbaraboo.com

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

**1— Geotechnical Engineer:**

**2— Civil Engineer:**

3 — Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Allen J. Szymanski, AIA, P.E.  
1230 South Blvd  
Baraboo, WI 53913  
Telephone Number: 608-355-8943

Mobile Number: 608-963-5416  
Email Address: [aszymanski@msa-ps.com](mailto:aszymanski@msa-ps.com)

**§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:**  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1 Consultants retained under Basic Services:**

1 — Structural Engineer:

2 — Mechanical Engineer:

3 — Electrical Engineer:

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

Reference Exhibit C.

PAGE 4

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 2.5.1** Commercial General Liability with policy limits of not less than one million (\$ 1.0 ) for each occurrence and two million (\$ 2.0 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1.0 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.5** Employers' Liability with policy limits not less than one million (\$ 1.0 ) each accident, one million (\$ 1.0 ) each employee, and one million (\$ 1.0 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million (\$ 5.0 ) per claim and five million (\$ 5.0 ) in the aggregate.

**PAGE 5**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**PAGE 6**

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the project scope identified in Exhibit C, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, study models, perspectives or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**PAGE 7**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining ~~either competitive bids or negotiated proposals~~; (2) ~~confirming responsiveness of bids or proposals~~; (3) ~~determining the successful bid or proposal~~, competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.



**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- 1— facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- 2— organizing and participating in selection interviews with prospective contractors;
- 3— preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- 4— participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**PAGE 9**

- 3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- 4— issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**PAGE 10**

§ 4.1.1.1	Programming	Architect.
§ 4.1.1.2	Multiple preliminary designs	Not Provided.
§ 4.1.1.3	Measured drawings	Not Provided.
§ 4.1.1.4	Existing facilities surveys	Not Provided.
§ 4.1.1.5	Site evaluation and planning	Architect.
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided.
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided.
§ 4.1.1.8	Civil engineering	Architect
§ 4.1.1.9	Landscape design	Architect.
§ 4.1.1.10	Architectural interior design	Architect.
§ 4.1.1.11	Value analysis	Not Provided.
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided.
§ 4.1.1.13	On-site project representation	Not Provided.
§ 4.1.1.14	Conformed documents for construction	Not Provided.
§ 4.1.1.15	As-designed record drawings	Not Provided.
§ 4.1.1.16	As-constructed record drawings	Not Provided.
§ 4.1.1.17	Post-occupancy evaluation	Not Provided.
§ 4.1.1.18	Facility support services	Not Provided.
§ 4.1.1.19	Tenant-related services	Not Provided.
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided.
§ 4.1.1.21	Telecommunications/data design	Architect.
§ 4.1.1.22	Security evaluation and planning	Not Provided.
§ 4.1.1.23	Commissioning	Not Provided.
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided.
§ 4.1.1.25	Fast-track design services	Not Provided.
§ 4.1.1.26	Multiple bid packages	Not Provided.

§ 4.1.1.27	Historic preservation	<u>Not Provided.</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided.</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided.</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided.</u>

PAGE 11

Reference Exhibit C.

...  
 § 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

PAGE 12

1. ~~( )~~ reviews One ( 1 ) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
  2. Twenty ( 20 ) visits to the site by the Architect during construction
  3. One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
  4. ~~( )~~ One ( 1 ) inspections for any portion of the Work to determine final completion.
- ...

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 13

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

...

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™ 2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the

Architect's services for modifying the Construction Documents shall be ~~without~~ with additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

PAGE 16

[ X ] Litigation in a court of competent jurisdiction

PAGE 17

\$0.00

PAGE 19

\$0.00

2 Percentage Basis

(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

3 Other

(Describe the method of compensation)

Reference Exhibit A item IV.

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Stipulated sum based on a defined scope of work.

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as follows:

Stipulated sum based on a defined scope of work.

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows: Reference Exhibit A.

Schematic Design Phase	percent (	%)
Design Development Phase	percent (	%)
Construction Documents Phase	percent (	%)
Procurement Phase	percent (	%)
Construction Phase	percent (	%)
Total Basic Compensation	one hundred percent (	100 %)

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User Notes:

(843543638)



**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

**Employee or Category**

**Rate (\$0.00)**

- ~~1~~ Transportation and authorized out of town travel and subsistence;
- ~~2~~ Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- ~~3~~ Permitting and other fees required by authorities having jurisdiction over the Project;
- ~~4~~ Printing, reproductions, plots, and standard form documents;
- ~~5~~ Postage, handling, and delivery;
- ~~6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- ~~7~~ 2 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- ~~8~~ 3 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- ~~9~~ 4 All taxes levied on professional services and on reimbursable expenses;
- ~~10~~ Site office expenses; 5 Transportation.
- ~~11~~ Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, 6 Printing, reproductions and plots.
- ~~12~~ Other similar Project related expenditures. 7 Postage, handling and delivery.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

**PAGE 20**

**§ 11.10.1.1** An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$      ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after

the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

1.5 % per month

Reference Exhibit B.

2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:

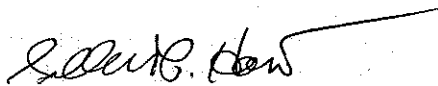
4 Other documents:

(List other documents, if any, forming part of the Agreement.)

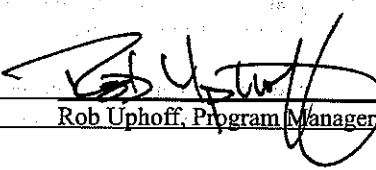
Exhibits A, B and C.

PAGE 21

Mike Palm, Mayor

  
Gil Hantzsch, P.E., CEO

Brenda Zeman, City Clerk

  
Rob Uphoff, Program Manager

## Certification of Document's Authenticity

### AIA® Document D401™ – 2003

I, Al Szymanski, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:08:27 ET on 09/26/2019 under Order No. 5756602514 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

*Al Szymanski*

(Title)

*Architect*

(Dated)

*9.25.19*

This is **EXHIBIT A**, consisting of two pages, referred to in the **Standard Form of Agreement between OWNER and ARCHITECT**, dated September 25, 2019 for the Baraboo Fire and EMS Station.

## **EXHIBIT A**

### **I. Project Scope:**

- A. The scope of the project includes assisting the City find a site and designing a new fire and EMS station.
- B. Reference the attached Exhibit C for information regarding the intended scope of the project.

### **II. Scope of Basic Services:** The design services of this Agreement include providing the services outlined in Exhibit C in addition to those enumerated in the Standard Form of Agreement between Owner and Architect.

### **III. Consultants**

- A. MSA will be performing the work on this project in a design partnership with CR Architecture + Design, 600 Vine Street, Suite 221C, Cincinnati OH. The level of effort and sharing of work will be as detailed in Appendix E of the Proposal dated July 3, 2019 as provided to the City in response to the RFP.
- B. The staff of Muermann Engineering will be providing the HVAC, electrical, plumbing and fire protection engineering services as MSA employees since MSA recently acquired Muermann Engineering as of September 30, 2019.
- C. MSA will performing GIS response time mapping, civil engineering, structural engineering, landscaping design, environmental Phase I ESA, and surveying services.
- D. Geotechnical services will be performed by a consultant.

### **IV. Compensation**

- A. Compensation shall be a stipulated sum of \$725,000.00 plus reimbursable expenses identified in Paragraph 'B' below and in Paragraph 11.8.1 of the Agreement.

Programming and Site Selection:	\$62,000
Schematic Design:	\$118,000
Design Development:	\$110,000
Construction Documents:	\$240,000
Bidding:	\$25,000
Construction Admin:	\$170,000
<b>TOTAL:</b>	<b>\$725,000</b>

- B. The following reimbursable expenses shall be billed in addition to the stipulated sum cost listed above. The costs listed below are estimated costs for budgeting purposes only.

Programming and Site Selection:

Page 1 of 2

(Exhibit A – Scope of Services)

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Soil Borings and Geotech Report:	\$6,000
Site Survey:	\$6,000
Phase I ESA:	\$3,000
Post, Prints, Copies:	\$500
Transportation, Meals and Lodging:	\$1,500
<b>Schematic Design:</b>	
Post, Prints, Copies:	\$500
Transportation, Meals and Lodging:	\$2,500
<b>Design Development:</b>	
Post, Prints, Copies:	\$500
<b>Construction Documents:</b>	
DSPS Plan Review:	\$7,000
Post, Prints, Copies:	\$1,000
<b>Bidding and Construction Admin:</b>	
Post, Prints, Copies:	\$500
<u>Transportation, Meals and Lodging:</u>	<u>\$1,000</u>

**TOTAL: \$30,000**

**Notes:**

1. The fee is based on a \$10 million dollar construction cost.
2. The fee will be a lump sum fee based the scope of services and scope and size of the building established after Schematic Design Phase is completed.
3. The fee is a lump sum fee of 7.25 percent on the estimated construction cost at completion of Schematic Design Phase plus the reimbursables listed above.
4. Note that transportation expenses are for CR. Being that MSA is in Baraboo we have no travel.

This is **EXHIBIT B**, consisting of three pages, referred to in the **Standard Form of Agreement between OWNER and ARCHITECT**, dated September 25, 2019 for the Baraboo Fire and EMS Station.

**MSA PROFESSIONAL SERVICES, INC., (MSA) –  
GENERAL TERMS AND CONDITIONS OF SERVICES**

**\*\*If there is a conflict between the Terms and Conditions of the AIA Document B141-1997 and Exhibit B: General Terms and Conditions of Services the term of Exhibit B will govern.\*\***

1. **Scope and Fee.** The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction which may alter the scope. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required. The OWNER agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.

2. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Past due balances shall be subject to an interest charge at a rate of 12% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

3. **Costs and Schedules.** Costs and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

4. **Access to Site.** Owner shall furnish right-of-entry on the project site for MSA and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. MSA will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

5. **Location of Utilities.** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information of instructions which have been furnished to Consultant by others.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other decisions made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not guarantee that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Construction.** This agreement shall not be construed as giving MSA, the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.

8. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, and use a level of effort consistent with current professional standards in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

9. **Construction Site Visits.** MSA shall make visits to the site at intervals appropriate to the various stages of construction as MSA deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor's work.

The purpose of MSA's visits to, and representation at the site, will be to enable MSA to better carry out the duties and responsibilities assigned to and undertaken by MSA during the Construction Phase, and in addition, by the exercise of MSA's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other

hand, MSA shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall MSA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, MSA neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

**10. Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

**11. Betterment.** If, due to MSA's error, any required or necessary item or component of the project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

**12. Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in generating, treating, storing, or disposing of hazardous substances or materials which may be present at the project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

**13. Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

**14. Reuse of Documents.** Reuse of any documents and/or services pertaining to this project by the OWNER or extensions of this project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

**15. Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, agents, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, agents, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, agents, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

**16. Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and

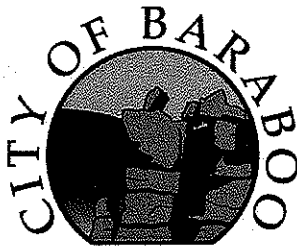
MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect, unless OWNER and MSA mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in any state or federal court having jurisdiction.

17. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

18. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

19. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be, at MSA's option, Sauk County, Wisconsin, or any county in which MSA has an office.

20. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



This is EXHIBIT C, consisting of 23 pages, referred to in the Standard Form of Agreement between Owner and Architect dated September 25, 2019 for the Baraboo Fire and EMS Station.

# REQUEST FOR PROPOSAL

## PLANNING & DESIGN SERVICES

### for

## FIRE/EMS BUILDING

May 2019

The City of Baraboo is soliciting competitive Proposals for comprehensive design services for a new Fire/EMS Building, including but not limited to: needs assessment, site planning and evaluation, alternative development, programming, schematic design, design development, construction documents, bidding assistance, and construction administration for a new Fire/EMS Building. Interested firms are invited to submit a Proposal. The deadline for submitting Proposals is 2:30 p.m., Wednesday, July 03, 2019. Award of contracts for professional services for any phase of the work does not constitute a commitment for future phases of the work.

### PART ONE

### INTRODUCTION, GENERAL INFORMATION, AND SPECIFICATIONS

#### 1 INTRODUCTION

This document constitutes a request for competitive, sealed Proposals from qualified firms to serve as consultants as well as provide architectural/engineering services. Those services shall include information gathering, analysis, evaluation of data, and preparing reports and recommendations regarding programming, project scope, and project parameters for the location, size, design, and construction of a high quality, state-of-the-art, energy efficient Fire/EMS Building.

#### 2 BACKGROUND INFORMATION

The Baraboo Fire Department is the sole occupant of the former City Hall building at 135 4<sup>th</sup> Street. Last year, the City's Police Department and General Administrative Offices vacated that building and moved to the new Municipal Building at 101 South Blvd. The former City Hall building, which was constructed in 1967, replaced the original 1927 City Hall building on the same site. The fire apparatus bay was added to the original City Hall building in 1957. To satisfy the need for additional space, the neighboring building was purchased in 1979 and the open space between them was enclosed. These combined buildings, together with a couple of subsequent additions to the rear of these buildings for the Fire Department is what exists today. The Fire Department also occupies approx. 1,000 sq ft of the adjacent Alma Waite Annex at 120 5<sup>th</sup> Street.

Baraboo District EMS currently occupies two buildings. The Alma Waite Annex at 120 5<sup>th</sup> Avenue is a 50' x 112' building and approx., 4,600 sq ft of which is used by Baraboo



District EMS of vehicle/equipment storage, offices, dayroom, and sleeping quarters. Their Administrative Offices are located across the street in the building at 121 5<sup>th</sup> Street that was originally built as a single-family residence in 1940 that has since been converted to approx. 2,800 sq ft of office space.

A summary of the existing space and the corresponding floor plans for these buildings are included in Appendix "A". Appendix A is not included with this Exhibit due to the file size.

The need for a new Fire/EMS Building has been well documented over the last couple of decades. In 2007, Zimmerman Architectural Studio and MSA Professional Services completed a Police, Fire and Ambulance Service Facility Study, a copy of which is included as Appendix "C". Appendix C is not included with this Exhibit due to the file size.

During the interim, the respective space needs for the Fire Department and Baraboo District EMS were programmed. The most current version of each program is included in Appendix "B". Appendix B is not included with this Exhibit due to the file size.

The City has reviewed financing options for this project based on an anticipated cost of \$9 Million to \$12 Million, which must include all "soft" and "hard" project costs. The City intends to fund this project through a long-term loan with the USDA.

### 3 DEFINITIONS:

- 3.1 "BUILDING COMMITTEE" refers to a group of people appointed by the City Council.
- 3.2 "CITY" refers to the City of Baraboo, its staff, and elected officials.
- 3.3 "COMMISSION" refers to the Baraboo District Ambulance Commission – an eight member commission whose member represent the four participating municipalities (City of Baraboo, Village of West Baraboo, Town of Baraboo, Town of Fairfield, Town of Greenfield).
- 3.4 "CONTRACTOR" refers to the vendor.
- 3.5 "COUNCIL" refers to City of Baraboo's Common Council.
- 3.6 "DISCIPLINE", as used in this document, refers to the primary technological capability of individuals in the responding firm. Possession of an academic degree, professional registration, certification or extensive experience in a particular field of practice normally reflects an individual's primary discipline.
- 3.7 "KEY PERSONS, SPECIALISTS AND INDIVIDUAL CONSULTANTS" refer to individuals who will have major project responsibility or will provide unusual or unique capabilities for the project under construction.
- 3.8 "PRINCIPALS" are those individuals in a firm who possess legal responsibility for its management. They may be owners, partners, corporate officers, associates, administrators, etc.



- 3.9 "STAKEHOLDERS GROUP" refers to a group of no more than ten (10) private-sector individuals citizens, appointed by the Mayor, that provide feedback to the Mayor and Building Committee during the planning process.

#### 4 OBJECTIVES AND PROJECT BUDGET

##### 4.1 Project Objectives include but are not limited to the following:

- 4.1.1 Develop a Fire/EMS Building complex that will meet the needs of the City for at least the next 50-years.
- 4.1.2 The proposed facility shall fit into the City, be compatible with the neighborhood surrounding the selected site and shall be sensitive to local issues and concerns.
- 4.1.3 The City will form and facilitate a Building Committee as a part of the project. The successful firm shall support the Building Committee, attend meetings, make presentations, and provide any needed graphics, renderings and information necessary to convey the scope and character of each alternative.
- 4.1.4 The overall final objective of this work is to develop a clear set of design documents that will allow the project to be efficiently and economically bid and constructed.
- 4.1.5 Evaluate and update the space and functionality needs of the Fire/EMS Building.
- 4.1.6 Develop project alternatives and budget estimates.
- 4.1.7 Alternatives shall incorporate "green" elements into the design.
- 4.1.8 Alternatives shall accommodate all aspects of the City's' operations.
- 4.1.9 Appropriate low maintenance landscaping around the site will provide an attractive and pleasant environment.
- 4.1.10 Facility security shall be designed into the Fire/EMS Building to prevent unauthorized entry and/or tampering with facility operations without detracting from the visual impact of the building.
- 4.1.11 Any site lighting shall be compatible with existing site lighting and adequate for security and operations.
- 4.1.12 The facility shall meet or exceed all building codes for the City of Baraboo and the State of Wisconsin.

##### 4.2 Budget:

- 4.2.1 The City anticipates a total project cost in the range of \$9,000,000 to \$12,000,000 for the full project, including Furniture, Fixtures, and Equipment (FF&E).
- 4.2.2 The detailed Scope of Work submitted by the prospective consultant shall take into account the budget for this project.
- 4.2.3 Firms shall develop a budget for the work and any budget concerns on the project shall be detailed in the Proposal.

#### 5 SCOPE OF SERVICES

- 5.1 General: The selected architect shall work closely as a part of the project team with the Building Committee, City Council, and Commission to develop a design for the facility that meets the needs of the City. This objective will be accomplished through frequent and routine communication and meetings of the project team, a series of design review workshops, and close coordination

with the Building Committee, City Council, and Commission.

- 5.2 Design Philosophy: The overall design philosophy for the facility will be toward functionality, durability, minimal maintenance requirements, energy efficiency, economy, and staff comfort. The facility shall be aesthetically pleasing while keeping within the context of its function as a Fire/EMS Building.

5.3 Phase 1 - Preliminary Design:

5.3.1 Objective: The preliminary design shall evaluate the needs and functions of the Fire/EMS Building and develop an overall architectural program for the facility will serve the City's needs. From that program, the architect shall develop alternatives for consideration. At the conclusion of the preliminary design, a recommendation will be made to the City Council on how best to proceed.

5.3.2 Complete a space needs assessment to verify building size and site requirements.

5.3.3 Evaluate and assess the impact of maintaining City operations throughout construction of the project as it pertains to staging, phasing, and schedule.

5.3.4 The architect shall inspect the existing facilities and coordinate a one-day bus tour of recently completed similar facilities in other comparably sized Wisconsin municipalities to fully assess the long term needs of the City and to develop an efficient layout of the new facility. Any cost associated with the bus tour will be paid directly by the City.

5.3.5 It shall be assumed that both staff and equipment needs will grow so consideration should be given to future expansion of this facility.

5.3.6 Site Selection:

- a) Architect shall evaluate up to five prospective sites for this new building. The City will designate one site in each geographic quadrant of the City and one will be centrally located in the downtown area.
- b) Architect shall review a 3-year call history for both the Fire Department and EMS and prepare respective scatter diagrams showing the location of the each response and the respective response times. Response time for EMS will be from the site to the call. Response time for Fire will be broken down to response time to the Station and subsequent response time to the call.
- c) Architect shall evaluate site development cost for each site.
- d) Architect will provide a ranking of the five sites based on the aforementioned criteria.

5.3.7 Conceptual Site Layout:

- e) Architect shall develop alternative layouts for the project on the preferred site.
- f) The layout of the site shall be consistent with the architectural program and the project design philosophy.
- g) The layout of the site needs to account for not only the parking needs of the Fire/EMS Building, but also the any existing public parking that may be displaced by the project.

5.3.8 Site plan development will include but will not necessarily be limited to the following components:

- a) Surveying – map the site to 100 feet outside the limits of

disturbance in sufficient detail for all planning and design purposes. Map shall include all surface features, utilities - both buried and overhead, and any other relevant information necessary for the work.

- b) Geotechnical Investigation - provide geotechnical and foundation evaluation investigations as a part of the site development.
- c) Building location and configuration will be evaluated in conjunction with the site plan to efficiently and effectively use available space and allow the opportunity for future expansion.

#### 5.3.9 Environmental issues:

- a) The site design shall be sensitive to and shall protect the surrounding environment.
- b) Comply with all existing environmental laws and regulations.
- c) Conduct any necessary environmental assessments and investigations of each site under consideration and submit a report of the findings to the Building Committee.

#### 5.3.10 Zoning - All work shall conform to the City of Baraboo's zoning regulations.

#### 5.3.11 Grading and Storm Water Management – Grade the site and design adequate storm water management facilities to minimize the risk of flooding or excessive ponding of surface runoff.

#### 5.3.12 Utilities - Provide for all required utilities and where feasible, install all utilities underground. Site utilities shall include but not necessarily be limited to: water, sanitary sewer, storm sewer, telephone, electric, cable TV, fiber optics, site lighting, and site communications.

#### 5.3.13 Fiber Optics/Communications – Connection to the City's network and telephone system shall be coordinated with City staff.

#### 5.3.14 Landscape Design: Provide a landscape design for the facility in accordance with the City of Baraboo's requirements that will be attractive, low maintenance, and consistent with conventional landscaping standards for a downtown office building.

#### 5.3.15 Drawings: Develop drawings that illustrate the design concepts being proposed to allow the Building Committee to review and approve the development plan. Drawings shall include, but shall not necessarily be limited to: site plan, floor plan(s), elevations, and colored renderings.

#### 5.3.16 ADA Compliance: Take special care to accommodate the accessibility needs for the disabled paying particular attention to the Americans with Disabilities Act. Designing only to the minimum requirements of State Code or ADA standards may not be sufficient.

#### 5.3.17 Energy Conservation: All designs shall emphasize energy conservation and shall consider LEED concepts. Develop a report analyzing initial cost versus operating cost to demonstrate energy efficiency and life cycle costing, such that the Building Committee can evaluate the benefits of incorporating components of varying energy efficiencies into the project. The report should include a brief description of any applicable 3<sup>rd</sup> party funding program or incentives; for example, Focus on Energy.

#### 5.3.18 Constructability issues: The Architect shall be fully responsible for the constructability of the proposed site features and structures. The Architect shall coordinate the preliminary design of all the MEP work to avoid conflicts between the respective MEP systems and confirm they will all fit into the allotted space. Notwithstanding any recommendations or

approvals by the City, the Architect shall not be relieved from responsibility for the workability and suitability of the design and all details.

#### 5.3.19 Schedule:

- a) The new Fire/EMS Building must be fully furnished and operational by May 3, 2021. The Architect shall develop a schedule to meet this deadline accordingly.
- b) Preliminary concepts shall be developed, reviewed, and a recommendation made to the Building Committee, Council, and Commission must allow 2 weeks for approval.
- c) Develop and regularly maintain a project schedule that includes all phases of the project through completion of construction and startup and occupancy of the new facility.
- d) Present the schedule in a Gantt chart format and provide sufficient detail to allow tracking of the progress of the work through each phase.
- e) Keeping the project on schedule shall be a priority and goal throughout the project.
- f) Promptly notify the Building Committee of any delays that will impact the successful completion of the work.

#### 5.3.20 Cost estimates:

- a) Controlling the total project cost is critical to project success.
- b) Promptly notify the Building Committee of any change in the estimated cost of the project.
- c) The expectation is that the Architect will be keenly aware of project costs throughout all phases of the project. The cost impact of decisions made shall be promptly communicated to the Building Committee.
- d) Routinely update project cost estimates throughout the design.
- e) Present cost estimates and cost impacts during project status reports and the discussion of design concepts for the respective features of each option.

#### 5.3.21 Construction Cost Control:

- a) The City is anticipating a total project cost in the range of \$9,000,000 to \$12,000,000 for the full project, inclusive of all soft and hard project costs.
- b) The Architect shall work within and adhere to this project budget.
- c) The Architect agrees to work closely with the Building Committee to control costs.
- d) If an adjustment in the project budget is required to meet the overall objectives of the Council, the Architect shall promptly notify the Building Committee and provide the necessary supporting documentation to allow the Council and Commission to make a decision. The Architect shall not proceed with completion of the project without the prior written authorization of the Council and an adjustment to the project budget.
- e) If adjustment of the project budget is not feasible, the Architect shall work with the Building Committee to modify the project to reduce the scope or phasing of construction to fit within the approved budget.

- f) The Architect shall remain responsible to maintain the project within the budget. If project costs exceed the budget due to the actions, inactions, and/or errors or omissions of the Architect, the Council may direct the Architect to redesign the facility at no additional cost to bring the work within budget.

5.3.22 Presentation materials: The Architect shall provide the Building Committee with any and all necessary drawings, renderings, and exhibits to convey the intent of the conceptual design to the City Council and Commission.

5.3.23 Other issues as required to complete the work: The Architect shall outline and detail in the Proposal any other tasks required to complete the work. Failure to account for items that would be considered usual and customary to this project shall not be justification for additional compensation or an extension of contract time.

5.3.24 The Architect shall not proceed with Final Design until receipt of written approval of the conceptual design from the City Council.

5.3.25 Architect's Minimum Responsibilities for Phase 1 - Preliminary Design

- a) Provide all necessary personnel, resources, and sub-consultants to complete the specified design work to the satisfaction of the Building Committee and Council.
- b) Develop a space needs analysis for the Fire/EMS Building.
- c) Retain a Geotechnical Engineer licensed in the State of Wisconsin to analyze site conditions and recommend foundation configuration and loadings.
- d) Retain an Environmental Assessment professional licensed in the State of Wisconsin to analyze site conditions and recommend the means and methods of dealing with any environmental factors that may impact the project.
- e) Retain a surveyor licensed in the State of Wisconsin to survey the property and develop any required site topographic maps, utility maps, and any other base mapping information necessary to complete the work.
- f) Gather and compile all necessary data required from the City's records, from field reconnaissance, and from other sources as the Consultant deems necessary to complete the work.
- g) Schedule and coordinate quality control reviews during the completion of Phase 1 – Preliminary Design. Quality control will include but will not necessarily be limited to interim submittals and review meetings with Building Committee or their designated members.
- h) Provide preliminary conceptual designs for review and comment to assist the City Council in determining the preferred site layout and building configuration.
- i) Provide regular reports and communication with the Building Committee about the progress of the work.
- j) Regularly update the project schedule.
- k) Control project costs to keep the project within budget. Assist Building Committee staff in finalizing and adjusting the project budget as needed.



- l) Any other work considered normal for a project of this type and scope as required to meet the needs of the Council and Commission.

- m) Provide project meeting minutes.

5.3.26 City's Responsibilities for Phase 1 - Preliminary Design:

- a) The City will provide any existing information for the selected site.
- b) Provide timely input into facility design development.
- c) Provide required direction on City Council objectives and needs.
- d) Complete design review and provide comments and direction within 2 weeks of receipt of preliminary information.
- e) Coordinate meetings of City, Building Committee, Commission, and staff as necessary.
- f) Host review meetings.

5.3.27 At the Completion of Phase 1 – Preliminary Design, select a preferred alternative and provide direction to the Architect to allow the work to proceed to Phase 2.

5.4 Phase 2: Final Design: Upon approval of the Preliminary Design, the Architect shall proceed with Final Design and the development of bidding documents.

5.4.1 Objective: The final design shall incorporate the approved components of the conceptual design into Drawings and Specifications suitable for public bidding through the City of Baraboo.

5.4.2 Based on the comprehensive architectural program developed in Phase 1, the Architect shall prepare final design documents for the work to include but not necessarily be limited to:

- a) Site Plan
- b) Site Utilities
- c) Site Grading
- d) Storm Water Management and Erosion Control Plan
- e) Landscaping
- e) Administration/office design
- f) Architectural requirements
- g) Interior space layout
- h) Telephone system
- i) Fiber Optic Communications for the City's network
- j) Building material schedules
- k) Window and door schedules
- l) Room Finish Schedules
- m) Plumbing
- n) Sprinkler
- o) Electrical
- p) HVAC
- q) ADA Compliance
- r) Any other component and schedules necessary to complete the work.

5.4.3 Drawings: Develop final drawings, which shall include but shall not necessarily be limited to:

- a) Site Survey
- b) Site Plan and Details.
- c) Site Grading Plan and Details.
- d) Storm Water and Erosion Control Plan and Details

- e) Floor Plans
- f) Exterior Building Elevations
- g) Roof Plan
- h) Wall Sections and Details
- i) Renderings
- j) Interior elevations
- k) Room Finish Schedules
- l) Door and Window Schedules
- m) Reflective ceiling plans
- n) Structural Plans and Details
- o) Sprinkler Plans
- p) HVAC Plans and Details
- q) Plumbing Plans and Details
- r) Electrical Plans and Details
- s) Security System Plans and Details
- t) And any other drawings to adequately define the work and allow competitive bidding on the project.

5.4.4 Specifications - Prepare project specifications in CSI format to cover all aspects of the project. The specifications shall be crafted to encourage the competitive bidding for materials and components. The Architect should avoid specifying proprietary equipment that has only a sole provider for maintenance, repairs, and/or parts.

5.4.5 Constructability – The Architect shall be fully responsible for the constructability of the final design. The Architect shall coordinate the design of all the MEP work to avoid conflicts between the respective MEP systems and confirm they will all fit into the allotted space. Notwithstanding any recommendations or approvals by the City, the Architect shall not be relieved from responsibility for the workability and suitability of the design and all associated details.

5.4.6 Cost Estimating - Routinely update the project cost estimate during final design and keep the Building Committee apprised of any changes to the overall costs of the project.

5.4.7 Construction Cost Limitation: The Architect agrees to work to keep the project within budget and to notify the Building Committee promptly if at any time the estimated cost of construction exceeds the project budget, including any contingency.

5.4.8 Schedule: The project schedule shall be regularly updated throughout the design process. The schedule shall include design, bidding, and construction work. Any delays in the completion of the work shall be promptly reported to the Building Committee.

5.4.9 Other issues as required to complete the work: The Architect shall complete any other tasks as needed to meet the project objectives of the Council and Commission. Anticipated tasks shall be noted in the Proposal.

5.4.10 The Final Design shall be reviewed and approved by the City Council and Commission. In the event that the Final Design is not approved, the Architect shall revise the design until such time it gains their approval and any such work shall be completed at no additional cost to the City.

5.4.11 The Architect shall be responsible to meet all the requirements of the permitting and reviewing agencies.

5.4.12 The project shall not proceed to the Bidding Phase without the prior written approval of the City Council and Commission.

5.4.13 Architect Responsibilities for Phase 2 - Final Design:

- a) Provide all necessary personnel, resources, and sub-consultants to complete the specified design work to the satisfaction of the City.
- b) Regularly meet with Building Committee to review project status and go over design details.
- c) Schedule and coordinate quality control reviews during the Final Design. Quality control will include but will not necessarily be limited to interim submittals and regular review meetings with Building Committee or their designated staff.
- d) Provide regular written reports and communication with the Building Committee about the progress of the work.
- e) Regularly update the project schedule.
- f) Regularly update the project estimated costs.
- g) At the completion of the work, provide a final opinion of probable costs for the project.
- h) Control project costs to keep the project within budget.
- i) Any other work as normally required for a project of this size and scope.
- j) Provide project meeting minutes.

5.4.14 City's Responsibilities for Phase 2 - Final Design:

- a) Provide timely input into facility design development.
- b) Provide required direction on Council objectives and needs.
- c) Complete design review and provide comments and direction within 2 weeks of receipt of preliminary information.
- d) Coordinate meetings of City Council, Building Committee, Commission and staff as necessary.
- e) Host review meetings.

5.5 Geotechnical Investigation and Foundation Design:

5.5.1 Architect shall retain the services of a Geotechnical Engineer to perform an investigation of the site soils and determine required design criteria.

5.5.2 The Geotechnical Engineer shall be a Professional Engineer licensed in the State of Wisconsin.

5.5.3 Based on these soils investigations, the Geotechnical Engineer shall make recommendations on type and size of foundations for the complex.

5.6 Site Surveying and Grading:

5.6.1 Architect shall retain the services of a Registered Land Surveyor licensed in the State of Wisconsin to prepare a topographic and utility map of the property to serve as the base for design drawings. Survey shall extend a minimum of 100 feet beyond limits of disturbance.

5.6.2 Using the site topographic information, a grading and storm water management plan shall be developed to control runoff and minimize impact to neighboring properties.

5.7 Permit Requirements:

5.7.1 The Architect shall be responsible to provide all information necessary to obtain the required approvals and permits for the work.

- 5.7.2 The design shall meet conform to the zoning regulations of the City of Baraboo.
- 5.7.3 In the event that the design is not accepted and a building permit or other required approvals cannot be obtained, the Architect shall redesign components of the project at no additional cost to the City to conform with the requirements such that the necessary permits can be obtained.
- 5.7.4 Make presentations as required for permitting and other approvals to the City Council, Building Committee, and/or Commission.
- 5.7.5 The Architect shall address and incorporate any comments received from review agencies into the final document.

#### 5.8 Bidding Services:

- 5.8.1 Objective: The project developed during Phase 2 – Final Design shall be competitively bid through the City of Baraboo to contract with a qualified contractor at an equitable price with minimal change orders.
- 5.8.2 Architect's Responsibilities for Bidding:
  - a) Provide all necessary personnel, resources, and sub-consultants to assist the City in competitively bidding the work.
  - b) Gather and compile all necessary data required from City and County records and from other sources as deemed necessary to successfully and competitively bid the project.
  - c) Prepare bidding forms, conditions of the Contract, and the form of Agreement between the Contractor and the Council. Architect shall use the AIA standard forms and contract, which may include modifications by the City's legal counsel.
  - d) Provide a PDF of the complete Plans and Specifications suitable for posting to Quest CDN.
  - e) Assist the City in answering questions from prospective bidders.
  - f) Participate in a pre-bid meeting with prospective contractors explaining the project concepts and goals and answering questions.
  - g) Prepare Contract Addendums as required to clarify or modify the design.
  - h) Assist the City in opening and evaluating the bids and recommending an award.
  - i) Cost Limitation on Construction Costs:
    - (1) In the event that the bid price is higher than the project budget, work with the City to determine ways to cut costs.
    - (2) Assist the City in value engineering the project to reduce costs. Evaluate alternatives, provide cost information, and advise the City as to the value of all revisions.
    - (3) Work with vendors and contractors in developing and evaluating cost reduction alternatives.
    - (4) Assist the City in re-design and re-bidding the project if required. Justification of additional compensation to the Architect shall be considered based on the reasons and sources of the cost overruns.
  - j) Provide any other work and assistance during the bidding process that would be considered to be usual and customary for a project of this size and scope.

- k) Prepare construction contracts.

### 5.8.3 City's Responsibilities for Bidding:

- a) Post the PDF of the complete plans and specifications to Quest CDN.
- b) Host the pre-bid meeting.
- c) Host the bid opening.
- d) Work with the Architect to recommend an award.
- e) Obtain approval from the Common Council and Commission to award a contract for construction of the project.

## 5.9 Construction Administration Services:

### 5.9.1 Objective: Assist City in monitoring, recording, and administering construction activities.

### 5.9.2 Architect's Responsibilities for Construction Administration Services:

- a) Provide all necessary personnel, resources, and sub-consultants to assist the City in administering construction of the project.
- b) Construction administration and documentation to include but not necessarily be limited to:
  - (1) Shop drawings
  - (2) Schedule compliance
  - (3) Contract compliance
  - (4) Regular construction meetings
  - (5) Request for information
  - (6) Request for change
  - (7) Change Orders
  - (8) Monthly pay requests
  - (9) Operation and maintenance manuals
  - (10) Test results
  - (11) Final inspection and punch list
  - (12) Contract Closeout
  - (13) Training
  - (14) Startup and Commissioning
  - (15) Other tasks normal to facility construction administration
- c) Construction Inspection Services or Resident Engineer:
  - (1) Full-time inspection services are not anticipated at this time.
  - (2) Provide a reasonable amount of on-site coordination and inspection to adequately protect the City's interests and to ensure that the facility is constructed in compliance with project's contract documents. For the sake of this Proposal, reasonable is considered to be bi-weekly (once every two weeks), as a minimum.
  - (3) Resident inspector/engineer shall provide written site reports to the Building Committee each time the inspector/engineer is on site.
  - (4) Resident inspector/engineer shall witness and document startup and testing of the facility.
- c) Any other work noted in this Request for Proposals and the project Scope of Work required to successfully complete construction, startup and commissioning of the facility.



### 5.9.3 City's Responsibilities for Construction Administration Services:

- a) Accept or reject contract documentation.
- b) Approve pay requests.
- c) Provide direction as necessary.
- d) Accept or reject change orders.
- e) Attend project meetings.
- f) Work with the Architect to ensure contract compliance.

## 5.10 Consultant/Architect Evaluation

5.10.1 At the completion of the project, the City may, at its option, conduct a consultant evaluation.

5.10.2 The following criteria may be evaluated:

- a) Ability to meet project schedules and budgets.
- b) Accuracy and completion of contract documents.
- c) Number of Addendum required during bidding.
- d) Constructability of the project.
- e) Construction cost control.
- f) Number of Requests for Information, Supplemental Instructions, Construction Change Orders, and Contractor Disputes.
- g) Responsiveness to City's concerns.

## 5.11 Quality Control Reviews:

### 5.11.1 Phase 1

- a) 30 percent completion
- b) 70 percent completion
- c) Final Draft

### 5.11.2 Phase 2

- a) 30 percent completion
- b) 70 percent completion
- c) Final Draft

## 5.12 Monthly Progress Reports:

5.12.1 Project progress reports shall be submitted by the first of every month.

5.12.2 No payments will be released to the Architect without an acceptable monthly report.

5.12.3 Each report shall detail progress made during the previous month, planned work for the coming month and any issues to be resolved.

5.12.4 All monthly reports shall include an undated project schedule and cost update.

5.12.5 Monthly reports shall not exceed one type-written page, excluding updated schedules, charts or tables.

## 5.13 Meetings:

5.13.1 A project kickoff meeting shall be held prior to starting any design work.

5.13.2 Regular project meetings shall be held throughout Phase 1 and Phase 2 of the design process in the Council Chambers at City Hall, located at 101 South Blvd in Baraboo. Plan to attend a minimum of 1 meeting per month in-person with additional meetings scheduled around project milestones, presentations, and other decision points.

5.13.3 Meetings with other City Departments for permitting purposes are not included in the meetings noted above.

5.13.4 Quality control review meetings will be held with the Building Committee at 30%, 70% and at completion of the submittal draft for each phase of the project.

5.14 Deliverables for both Phase 1 and Phase 2:

5.14.1 Electronic copies of all submittals in editable format. Typically this will be in the original format in which the document was developed.

5.14.2 30 Percent: 6 paper copies of project documents to the Council for review.

5.14.3 70 Percent: 6 paper copies of project documents to the Council for review.

5.14.4 Submittal Draft: 6 paper copies to the City's review.

5.14.5 Building Permit Submittal: Copies as required.

5.14.6 Final Approved Documents: 6 complete paper copies of the documents to the City.

5.14.7 Bidding Documents (complete plans and specifications) shall be submitted electronically on a compact disk (CD) or thumb drive. Specifications shall be in MS Word format and Plans shall be in Micro Station, AutoCAD, or Revit. All of the Bidding Documents shall also be combined into a single PDF suitable for posting to QuestCDN. Submittal format shall be coordinated with the Building Committee.

5.14.8 Monthly progress reports throughout the project.

## 6 CITY OF BARABOO PROJECT TEAM

### 6.1 City of Baraboo Point of Contact:

Ed Geick, City Administrator  
Baraboo Municipal Building  
101 South Blvd Street  
Baraboo, WI 53913  
608-355-2715  
[egeick@cityofbaraboo.com](mailto:egeick@cityofbaraboo.com)

### 6.2 Building Committee Members:

City Administrator  
Public Safety Committee Chair  
Fire Chief  
EMS Chief  
City Engineer / DPW  
Finance Director  
Community Development Authority Director  
Owner's Representative  
(Construction Manager)

## 7 MANDATORY PRE-PROPOSAL MEETING

7.1 There will be a mandatory pre-proposal meeting at 9:30 AM on Monday, June 17, 2019 to review the RFP with prospective Contractors and address any preliminary questions or concerns. Contractors should plan

to tour the existing Fire Department and EMS facilities following the meeting.

- 7.2 The meeting will be held in Council Chambers on the second floor of the Baraboo Municipal Building at 101 South Blvd in Baraboo.

## 8. PROPOSAL

### 8.1 General:

- 8.1.1 The Proposal will be limited to **no more than twenty (20) pages** plus resumes of the proposed team members and sample drawings.
- 8.1.2 Font used on all sheets including the schedule shall be no smaller than 11 point and shall not be "narrow". Print document on both sides of the paper, each side is one page.
- 8.1.3 The use of 11 x 17 paper shall be limited to drawings, schedules and tables. Each 11 x 17 sheet shall be considered one page. Print 11 x 17 pages single-sided.
- 8.1.4 Margins shall be a minimum of 0.75 inches on all edges.
- 8.1.5 Submitted resumes shall not exceed one page in length per team member.
- 8.1.6 Work examples will not be considered part of the page limit.

### 8.2 Statement of Project Understanding:

- 8.2.1 Provide a detailed statement of project understanding.
- 8.2.2 Statement shall cover but not be limited to:
- a) Understanding of need for the project
  - b) Project objectives
  - c) Project challenges
  - d) Permitting

### 8.3 Statement of Qualifications and Work History shall include but not necessarily be limited to:

- 8.3.1 Detailed description of the proposed Project Team.
- 8.3.2 Documentation of qualifications of the proposed project team on projects of similar size and complexity.
- 8.3.3 A demonstration of a thorough, up to date working knowledge of the applicable City of Baraboo building and zoning regulations.
- 8.3.4 Project History:
- a) List of completed projects of similar size and complexity completed within the last 5 years.
  - b) Clearly indicate dates for each project.
  - c) Other relevant project design and approval experience.
  - d) Include name of Project Manager for each project.
  - e) Client name and phone number.
  - f) Project Design Fee History:
    - (1) Initial design fee dollar value
    - (2) Value of any amendments to the design fee and justification for the change.
    - (3) Provide a breakdown of conceptual design fee, final design and permitting fee, and construction administration fee for each project listed.

- (4) Provide the actual design schedule for the project.
- 8.3.5 Construction Cost History:
  - a) List the opinion of construction cost for each project.
  - b) List the low bid for each project.
  - c) List the value of all change orders for each project and the reason for the change orders
- 8.3.6 Provide any other relevant details, descriptions, or explanations for each project as warranted to allow the City to evaluate the Firm's performance history.
- 8.4 Include a Detailed Work Plan for this Project :
  - 8.4.1 Provide a detailed breakdown of how the work will be sequenced with a description of each major task.
  - 8.4.2 List milestones and critical path items.
  - 8.4.3 Indicate major challenges and decision points.
  - 8.4.4 Include permitting required and associated hurdles that must be cleared.
  - 8.4.5 Provide any other details that would demonstrate the Firm's understanding and experience of the process necessary to complete a project of this type.
- 8.5 Sub-consultants: Include proposed sub-consultants with their portion of the work identified and a listing of the appropriate qualifications and respective references with phone numbers.
- 8.6 Project Schedule:
  - 8.6.1 Include a detailed project schedule.
  - 8.6.2 Schedule shall be a Gantt chart.
  - 8.6.3 Include sufficient detail to demonstrate a thorough understanding of the process to complete the work and obtain the necessary permits.
  - 8.6.4 The quality and detail of the project schedule will provide an indication of the firms experience in completing projects of this type and will be used in the evaluation of the Proposal.
- 9 References:
  - 9.1 Provide names and phone numbers of a minimum of three references familiar with the proposed Project Manager and other proposed key team members.
  - 9.2 References should be from projects of similar size and complexity.
  - 9.3 References should have direct experience with Project Manager on projects of similar size and complexity.
- 10 Project Management:
  - 10.1 Provide documentation of effective project management.
  - 10.2 Include project cost control.
  - 10.3 Document project communications protocols and policy.
- 11 Work Samples:
  - 11.1 Provide work examples of two (2) projects completed in the last five (5) years.
  - 11.2 Provide a maximum of two (2) drawings, no larger than 11" x 17", for each project.
  - 11.3 Describe the proposed Project Manager's function and role on each of the two submitted work samples.

11.4 The sample drawings shall be from the projects listed and documented in the work history included above.

11.5 The sample drawings are not included in the sheet count for the Proposal.

12 Projected Hours and Estimated Costs:

12.1 Submit a detailed breakdown of the estimated hours and projected costs for each project by discipline and firm.

12.2 The estimated hours shall provide a demonstration of your firm's understanding of the effort and organization needed to complete the project.

12.3 Submit the estimated hours and associated costs in a separate sealed envelope clearly marked **"Projected Hours and Estimated Costs"**.

12.4 The hour and cost estimate is not included in the page count for the Proposal.

12.5 The projected hours and estimated costs will not be used in the initial evaluation of your Firm's qualifications for this project. The projected hours and estimated costs will be used as part of the evaluation by the selection committee of the short listed Firms.

12.6 Following selection of the successful Firm, these submitted costs will be used as a starting point to negotiate a Lump Sum, Not to Exceed Contract for the work and complete a detailed Scope of Services.

13 Interview:

13.1 The City of Baraboo reserves the right to make a selection based solely on the information contained in the Proposal. If no clear choice can be made based on the submitted written Proposals, the City reserves the right to either interview selected Firms or request additional information to help in determining the most qualified Firm.

13.2 Interview format (if used):

13.2.1 30-minute presentation

13.2.2 30-minutes for questions and answers

13.2.3 The proposed Project Manager shall lead the presentation.

13.2.4 Presentation team shall have a maximum of five (5) people

13.3 Presentation: The objective of the interview will be to clearly demonstrate the Firm's qualifications to complete the project to the satisfaction of the Council and Commission. The presentation shall be brief and concise and shall include but shall not be limited to:

13.3.1 A presentation of details and special features of previous projects completed by members of the proposed Project Team.

13.3.2 Information should include how the design for the project cited was developed, how the team worked with the Owner, and how the finished product was received.

13.3.3 Cost information should be presented for any project experience used to include design fees and amendments and construction costs and project change orders.

13.3.4 A description of how the PM and the team proposes to work and communicate with the Building Committee and Council throughout the project.

13.3.5 A description of how the team will manage the design and control the costs on this project.



- 13.4 Following a review of the submittals, the City reserves the right to establish specific requirements and content for the interview to further aid in the determination of the Firms' qualifications.
- 13.5 Extensive and detailed preliminary layouts and designs of the proposed Fire/EMS Building are not necessary for the interview and should not be included in the interview presentation.
- 13.6 Questions: The selection team may prepare a list of standard questions for the interview. Additional questions may be developed based on the Firm's Proposal to clarify information submitted.

#### 14 SUBMITTAL

- 14.1 Submit eight (8) hard copies and one electronic copy of the Proposal to the following address:

Ed Geick, City Administrator  
City Hall  
101 South Blvd  
Baraboo, WI 53913

- 14.2 The submittal shall be clearly marked:

**CITY OF BARABOO  
FIRE/EMS BUILDING PROPOSAL**

- 14.3 Due Date and Time:
  - 14.3.1 The submittal is due no later than **2:30 pm – Wednesday July 3<sup>rd</sup>, 2019.**
  - 14.3.2 Email or fax submittals are not permitted and will not be accepted.
  - 14.3.3 The City is not responsible for late deliveries.
  - 14.3.4 Submittals received after the designated time shall be returned unopened.

#### 15 SELECTION PROCESS

- 15.1 General: The selection will be based on demonstrated qualifications in the design and construction of projects of similar size and complexity. Preference will be given to documented experience in the design, permitting, construction, and startup of Fire/EMS Buildings. A capability of working closely with and as a highly functioning team with the Building Committee and/or City Council toward the successful completion of the project will be critical to project success.
- 15.2 Selection Committee: The members of the Selection Committee will be the six members of the Building Committee and one member from the City's Finance Committee. The Selection Committee will make a recommendation to the City Council, who will have the final authority to award this project.
- 15.3 Ranking:
  - 15.3.1 Submittals will be ranked based on the following categories:
    - a) Project understanding

- b) Experience with projects of similar size and complexity
  - c) Proposed Project Team
  - d) Proposed Project Schedule and Work Plan
  - e) Overall Quality of Two Work Samples
  - f) Project Management History and Plan
  - g) Cost Estimating and Cost Control History
- 15.3.1 A short list of 2 to 4 Firms will be developed from the review of the Proposals.
- 15.3.2 Estimated hours and costs for the short listed Firms will be evaluated for:
- a) Demonstration of project understanding
  - b) Indicated effort required by phase and proposed tasks
  - c) Overall Project Budget
- 15.3.3 Interview for the top 2 to 4 Firms - Firms will be judged in the interview based on the following:
- a) Project Team Presentation and Organization
  - b) Demonstration of Project Understanding and Project approach
  - c) Project Management/Cost Control Plan
  - d) Completed Projects
  - e) Questions and Answers

#### 15.4 Final Selection

- 15.4.1 The Firm judged to be the most qualified based on all of the information presented and evaluated will be selected by the City Council.
- 15.4.2 The selected Firm shall be notified in writing. No other method shall be considered to be official notification of selection by the City Council.
- 15.4.3 The selection of the City Council shall be final.
- 15.4.4 Projected Schedule assuming no interview (Subject to change)
- a) June 17, 2019 – Mandatory Pre-Proposal Meeting at 9:30 AM
  - b) July 03, 2019 – Proposal Deadline at 2:30 PM
  - c) July 12, 2019 – Short List of Firms to Interview is recommended to the City Council
  - d) July 18 and 19, 2019 - Interviews
  - e) August 13, 2019 – City Council selects top Firm
  - f) August 20, 2019 – Detailed scope of services and draft contract submitted to City for review and approval
  - g) August 27, 2019 – Design Contract approved by Baraboo City Council
  - h) September 03, 2019 – Estimated start date for Design Services
  - i) November 01, 2019 – Complete Site Evaluation
  - j) November 12, 2019 – City's selects preferred site
  - k) July 10, 2020 – Tentative Bid Opening
  - l) August 03, 2020 – Start of Construction
  - m) May 3, 2021 – Occupancy by owner

## 16 CONTRACT

### 16.1 Contract:

- 16.1.1 The Firm that is recommended for award of this Contract will be required to negotiate an equitable Lump Sum, Not to Exceed contract with the Council based on the approved Scope of Work.

16.1.2 The selected Firm will then enter into a standard AIA Contract for Design

Services, which may include modifications by the City's legal counsel, with the Supplementary Conditions attached hereto.

## 17 QUESTIONS

Questions concerning this Request for Proposal should be directed to:

Ed Geick – City Administrator  
City Hall  
101 South Blvd  
Baraboo, WI 53913  
(608) 355-2715  
[egeick@cityofbaraboo.com](mailto:egeick@cityofbaraboo.com)

Questions will be reviewed and answers to such questions will be shared with all Firms via e-mail. The deadline for submitting all questions is June 24, 2019.

## 18 CLARIFICATION OF REQUIREMENTS

- 18.1 Contractors are strongly encouraged to read the "General Requirements", carefully prior to the submission of a Proposal.
- 18.2 Any and all questions regarding specifications, requirements, competitive procurement process, etc., must be directed to the contact person as indicated in this RFP.
- 18.3 Contractors are cautioned not to contact members of the City Council and discouraged from contacting employees of the City of Baraboo or Baraboo District EMS during the competitive procurement and evaluation processes.
- 18.4 The Contractor is advised that the only official position of the City is that which is stated in writing and issued by the contact person. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

**PART TWO**  
**CITY OF BARABOO SUPPLEMENTARY CONDITIONS**

1. **SPECIFICATIONS:** The specifications in this request are the minimum acceptable. The City of Baraboo shall be the sole judge or equivalency. Contractors are cautioned to avoid bidding alternates to the specifications which may result in rejection of their Proposal.
2. **DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the Contractor's letterhead, signed, and attached to the request. In the absence of such statement, the Proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the contractors shall be held liable.
3. **ACCEPTANCE-REJECTION:** The City of Baraboo reserves the right to accept or reject any or all Proposals, to waive any technicality in any Proposal submitted, and to accept any part of a Proposal as deemed to be in the best interests of the City.
  - 3.1 Proposals MUST be date stamped by the City Clerk at 101 South Blvd in Baraboo on or before the date and time that the Proposal is due. Proposals dated and time stamped in another office will be rejected. Receipt of a Proposal by the mail system does not constitute receipt of a Proposal by the Administrator.
4. **TAXES:** The City of Baraboo is exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise tax, which is excepted by State Statutes.
5. **ENTIRE AGREEMENT:** These Supplementary Conditions shall apply to any contract or order awarded as a result of this RFP except where special requirements are stated elsewhere in the RFP; in such cases, the special requirements shall apply.
6. **APPLICABLE LAW:** The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work of its conduct. The Sauk County Circuit Court shall be the court of exclusive jurisdiction for any litigation between the parties arising out of the performance of this contract. This contract shall be interpreted in accordance with the laws of the State of Wisconsin. It is understood that requirements of s. 62.15 Wisconsin Statutes do not apply to this solicitation as the contract awarded will not involve "public work" as defined by Wisconsin law.
7. **ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the City.
8. **SUB-CONSULTANTS:** If sub-consultants are planned to be used, this should be clearly explained in the Proposal. The City reserves the right to reject any subcontractor. However, the prime contractor will be responsible for contract performance whether or not sub-consultants are used.

9. **ARBITRATION/APPEALS PROCESS:** Notice of intent to protest and protests of any award made must be made in writing and filed with City Clerk, City Hall, 135 4<sup>th</sup> Street, Baraboo, Wisconsin 53913, within five (5) calendar days after discussion and recommendation of award. The provisions of Chapter 68 of the Wisconsin State Statutes shall apply.
  - 9.1 Any dispute arising after award as to performance, quality and/or quantity shall be subject to arbitration as provided under Chapter 788 of the Wisconsin State Statutes.
  - 9.2 The City of Baraboo reserves the right to have claims, disputes, or other matters in question decided by litigation. If the City waives its right to litigation, then the arbitration provisions shall apply.
10. **NONDISCRIMINATION:** In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - 10.1 Failure to comply with the conditions of this clause may result in the Contractor becoming declared an "ineligible" Contractor, termination of the contract, or withholding of payment.
11. **SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the Council must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code, Rules of the Industrial Council on Safety, and all applicable OSHA Standards.
12. **HOLD HARMLESS:** Contractor agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, losses, costs, expenses and damages of every kind arising out of or in connection with services provided pursuant to this contract where such liability is founded upon or grows out of acts or omissions of any agents or employees of the contractor.
13. **INSURANCE RESPONSIBILITY:** The Contractor performing services for the City shall comply with the following insurance requirements:
  - 13.1 Provide policy, countersigned by an insurer licensed to do business in the State of Wisconsin, covering the period of the agreement/contract indicating that the City of Baraboo is an additional named insured on public liability, professional liability and property damage insurance required above.
  - 13.2 Provide insurance certificates indicating required coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.



14. **CANCELLATION:** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds, or for failure of the Contractor to comply with the terms, conditions, and specifications of this contract.
15. **AUDIT:** During the term of the contract, the Contractor shall, upon the request of the City, make available at reasonable times and places, such information as may be required for the purpose of auditing submitted bills for the service provided under the contract.
16. **INDEPENDENT CONTRACTOR STATUS:** None of the officers, employees, or agents of the Contractor are employees of the City of Baraboo for any purpose, including but not limited to compensation, fringe benefits, or insurance coverage.
17. **PUBLIC RECORDS ACCESS:** It is the intention of the City to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.
  - 17.1 Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.
18. **PROPRIETARY INFORMATION:** Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable City of Baraboo procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the Contractor's responsibility to defend the determination in the event of an appeal or litigation.
  - 18.1 Data contained in a Proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the City of Baraboo.
  - 18.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified. Proposal prices cannot be held confidential.
19. **DISCLOSURE:** If a public official (s. 19.42, Wis. Stats.), a member of the public official's immediate family, or any organization in which a public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000.00) within a twelve (12) month period, this contract is voidable by the county unless appropriate disclosure is made according to s. 19.45(5), Wis. Stats., before signing the contract.
20. **MATERIAL SAFETY DATA SHEET:** If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, provide one (1) copy of Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).